

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In re:

**Jointly Administered under
Case No. 08-46617**

Polaroid Corporation, et al.,

Court Files No.'s:

Debtors.

08-46617 (GFK)

(includes:

Polaroid Holding Company;	08-46621 (GFK)
Polaroid Consumer Electronics, LLC;	08-46620 (GFK)
Polaroid Capital, LLC;	08-46623 (GFK)
Polaroid Latin America I Corporation;	08-46624 (GFK)
Polaroid Asia Pacific LLC;	08-46625 (GFK)
Polaroid International Holding LLC;	08-46626 (GFK)
Polaroid New Bedford Real Estate, LLC;	08-46627 (GFK)
Polaroid Norwood Real Estate, LLC;	08-46628 (GFK)
Polaroid Waltham Real Estate, LLC)	08-46629 (GFK)

Chapter 11 Cases
Judge Gregory F. Kishel

**APPLICATION TO EMPLOY AND APPROVE THE COMPENSATION OF
SOTHEBY'S AS CONSIGNMENT AND SALES AGENT AND AUCTIONEER FOR THE
DEBTOR'S FINE ART PHOTOGRAPHY COLLECTION**

1. PBE Corporation, formerly known as Polaroid Corporation (the “**Debtor**”), respectfully applies to the Court for entry of an order authorizing the employment of Sotheby’s Inc. (“**Sotheby’s**”) as consignment and sales agent and auctioneer for the purpose of selling certain portions of the Debtor’s fine art photography collection (the “**Collection**”) and providing certain related advisory services.

2. This Court has jurisdiction over this Application pursuant to 28 U.S.C. §§ 157 and 1334, Bankruptcy Rule 5005 and Local Rule 1070-1. This is a core proceeding. Petitions commencing the Chapter 11 cases of the above-captioned Debtors (the “**Cases**”) were filed on

December 18, 2008 (the “**Petition Date**”). Venue of these Cases in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409. The Cases are now pending before this Court.

3. This Application arises under 11 U.S.C. §§ 327, 328 and 330 and Federal Rules of Bankruptcy Procedure 2014, 2016 and 6005. This Application is filed under Local Rules 2014-1 and 9013-4. The Debtor seeks an order authorizing: (i) the Debtor to retain and employ Sotheby’s as consignment and sales agent and auctioneer for the purpose of consigning and offering for sale all or a portion of the Collection; (ii) providing certain related advisory services; (iii) approving the terms and condition under which Sotheby’s will be retained and compensated; and (iv) granting related relief.

BACKGROUND

4. The Debtor and its affiliated entities (collectively, the “**Debtors**”) filed a voluntary petition for relief pursuant to Chapter 11 of Title 11 of the United States Code (the “**Bankruptcy Code**”). The Debtor continue to operate as a debtor-in-possession pursuant to §§ 1107 and 1108 of the Bankruptcy Code. No bankruptcy trustee or examiner has been appointed in the Debtors’ cases. An official committee of unsecured creditors was appointed pursuant to § 1102 of the Bankruptcy Code on January 8, 2009 (the “**Committee**”).

5. On January 28, 2009, the Debtors filed a motion with the Court requesting, among other things, court approval of certain auction and bidding procedures and the approval of the sale of substantially all of their assets outside the ordinary course of business (the “**Sale Motion**”). By order dated February 18, 2009, the Court approved the auction and bidding procedures and authorized the Debtors to sell all or substantially all of its assets outside the ordinary course of business and other orders entered in furtherance thereof (the “**Bidding Procedures Orders**”). Pursuant to the Bidding Procedures Orders, the Debtors conducted an

auction for the sale of their assets (the “**Auction**”). The Auction concluded on April 16, 2009. At the conclusion of that Auction, PLR Acquisition, LLC, a joint venture between Hilco Consumer Capital Corp. (“**Hilco**”) and Gordon Brothers Brands, LLC (“**GBB**”), was designated as the successful bidder (“**Successful Bidder**” or “**Buyer**”). The Court entered an order granting the Sale Motion on April 17, 2009 and approving the sale of certain assets to the Buyer. On May 8, 2009, the Debtors filed a Notice of Closing with the Court, indicating that the sale transaction approved by the Court closed on May 7, 2009 (the “**Closing Date**”).

6. Pursuant to the asset purchase agreement with the Buyer (the “**APA**”), a number of assets owned by the Debtor have been excluded from the sale (the “**Excluded Assets**”), which remains property of the estate. The Collection is among the Excluded Assets and, recognizing their exceptional nature and high value, it is imperative that the Collection be preserved and sold in a manner that will maximize its contribution to the value of the estate for the benefit of all constituencies.

RELIEF REQUESTED

7. By this Application, the Debtor seeks to employ Sotheby’s as consignment and sales agent and auctioneer to maximize the value of the Collection through its expertise, reputation and experience in marketing, promoting and selling pieces of fine art photography of the kind that are contained in the Collection. The Debtor believes that Sotheby’s is eminently experienced and qualified to assist the Debtor in marketing, promoting and auctioning the Collection and to provide other guidance and advice to augment the value of the Collection for the benefit of the bankruptcy estate and all constituencies.

8. The Debtor has previously employed Sotheby’s as a valuation expert in these Cases to advise the Debtor as to the value of the Collection for possible inclusion in the assets

sold at the Auction. The Buyer did not acquire the Collection and subsequent to the Closing, the Collection remains a part of the estate.

9. The Debtors have solicited offers for the purchase of some or all of the Collection from individuals, investors as well as investor groups. The Debtors have also engaged in detailed discussions with one or more institutions who continue to express an interest in purchasing some or all of the Collection. While a number of individuals, groups and institutions have expressed interest in the collection, the Debtor has not received an offer, or offers, it, after consultation with the Committee and Sotheby's, deems to be adequate. The Debtors have relied on Sotheby's advice and expertise as to maximizing value of the Collection, and believes that hiring them as consignment and sales agent will maximize value.

10. Sotheby's has certified that it is licensed as an auctioneer and is authorized to conduct auctions in the State of New York.

11. Pursuant to Bankruptcy Rule 2014:

- i. The Debtor requires a reputable, experienced and qualified agent to liquidate and advise with respect to all or a portion of the Collection and in a professional manner that will maximize market exposure and the value of the Collection in transactions intended to provide maximum value to the bankruptcy estate.
- ii. The Debtor seeks to employ Sotheby's as consignment and sales agent and auctioneer.
- iii. Sotheby's has been selected based upon its world-wide reputation and long standing history in the valuation, marketing and auctioning of high value fine art such as the pieces contained in the Collection.

- iv. Sotheby's will render the professional services of a consignment and sales agent whereby it markets, promotes and conducts one or more public auctions, and if appropriate, private sales, of all or a portion of the Collection and will provide related advisory services.
- v. For the portion of the Collection offered for sale at one or more public auctions (the "**Auction Items**") conducted by Sotheby's, Sotheby's will be compensated by a 'buyer's premium.' A 'buyer's premium' is a percentage of the hammer price of each lot sold at auction and is charged directly by Sotheby's to the buyer. The Debtor shall have no liability to Sotheby's for payment of any buyer's premium. For any Auction Item bought-in for failing to reach its reserve, no selling commission will be due Sotheby's.
- vi. In the event it is determined by the Debtor and Sotheby's that the value of the Collection can be maximized through a possible private sale by the Debtor of items in the Collection to an institution, whether all or in part, no selling commission of any kind will be due Sotheby's in connection with such transaction.
- vii. In the event that it is determined by the Debtor and Sotheby's that the value of certain items in the Collection is too low for them to be successfully offered for sale at public auction (i.e. the items in the Collection not consisting of Auction Items) (the "**Other Items**"), Sotheby's may conduct a private (non-auction) sale or sales. If any of such private sales are conducted by Sotheby's, other than a private sale to

an institution as described above, Sotheby's will be compensated through a 'selling commission' equal to 10% of the gross purchase price of the Other Items sold by Sotheby's (the "**Private Sale Commission**"). The Debtor will receive an amount equal to the gross purchase price of such Other Items less Sotheby's selling commission (the "**Private Sale Proceeds**"). The Debtors and Sotheby's agree that any private sales of items not offered for sale at auction will be subject to further order and approval of this Court.

- viii. To the best of the Debtor's knowledge, and except as disclosed herein or in the Unsworn Declaration of Denise Bethel, Sotheby's has no connections with the Debtors, creditors, or any other party in interest, their respective attorneys and accountants, and is a "disinterested person" within the meaning of that term as used in 11 U.S.C. § 327(a) and as defined at 11 U.S.C. § 101(14).

12. The Debtor has reviewed the Unsworn Declaration of Denise Bethel and believes Sotheby's does not represent any other entity in connection with this case except as described in the Unsworn Declaration, does not hold or represent any interest adverse to the Debtors, and is disinterested as that term is used in 11 U.S.C. § 327 and as defined at 11 U.S.C. § 101(14) of the Bankruptcy Code. In the event the United States Trustee, the Court, or other party in interest is concerned that Sotheby's is not "disinterested," the Debtor requests that a hearing be promptly scheduled. Therefore, the Debtor respectfully requests the Court authorize the employment of Sotheby's as consignment agent and auctioneer with respect to the sale of all or a portion of the Collection.

13. The Debtor seeks to employ Sotheby's pursuant to a Consignment Agreement that is in a form substantially in accordance to that which is attached hereto as Exhibit A, and including any amendments or other modifications approved by this Court, if any. The terms of the Consignment Agreement were heavily negotiated by Polaroid and Sotheby's at arms-length and in good faith and reflect the parties' agreement with respect to the substantial efforts that will be required to maximize the value of the Collection.

14. This application and the employment of Sotheby's is conditioned upon Court approval of the separately filed motion by the Debtor for authority to sell the items within the Collection free and clear of all liens, claims, interests and encumbrances.

15. To the extent Sotheby's receives a buyer's premium, the Debtor shall have no liability to Sotheby's for payment of any such buyer's premium. To the extent Sotheby's is entitled to receive a Private Sale Commission, this application seeks the allowance of such Private Sale Commission and authorization to deduct the same from the gross proceeds from any such sale(s) and remit the Private Sale Proceeds to the Debtor or the estate all without further application to this Court. Such Private Sale Proceeds will be paid to the Debtor or any subsequently appointed trustee, but only after the Debtor or such trustee obtains Court approval of such sales private sales and after further notice and hearing.

16. The Debtor has discussed the employment of Sotheby's with the Committee, who, upon information and belief, support the employment of Sotheby's.

17. All services for which compensation is requested will be performed for, and on behalf of the Debtor and these estates and any subsequently appointed trustee of these estates, and not on behalf of any committee, creditor or other person.

WHEREFORE, the Debtor requests an order approving the employment and

compensation of Sotheby's, Inc. as consignment and sales agent and auctioneer with respect to
the sale of all or a portion of the Collection.

DATED: August 7, 2009

PBE Corporation

By:



DATED: _____, 2009

Sotheby's, Inc.

By: _____

compensation of Sotheby's, Inc. as consignment and sales agent and auctioneer with respect to the sale of all or a portion of the Collection.

DATED: _____, 2009

PBE Corporation

By: _____

DATED: 7 August, 2009

Sotheby's, Inc.

By: Dennis B. Rothen

Exhibit A

CONSIGNMENT AGREEMENT

August 7, 2009

PBE Corporation
c/o Lindquist & Vennum PLLP
4200 IDS Center
80 South Eighth Street
Minneapolis, Minnesota 55402

This confirms our agreement under which property which is consigned by you and is listed on Schedule I hereto (the "Property") will be offered by us for sale at auction or private sale, subject to the following terms and our standard Conditions of Sale and Terms of Guarantee to be printed in the catalogue for the sale, by which you hereby agree to be bound. As used herein, "we," "us" and "ours" mean Sotheby's, Inc., and "you" and "your" mean PBE Corporation.

1. The Auction. Subject to the condition precedent set forth below and the other terms and conditions of this Agreement, the Property will be offered for sale in one or more auctions to be held no later than June 2010 and private sales, in each case, on a date or dates and the content of which to be mutually agreed upon, subject to postponement for reasons beyond our control. We will, at no additional charge to you, advise and consult with you with respect to the possible private sale by you of a portion of the Property to an institution, including with respect to determining whether realizable value can be maximized in connection with such a transaction (it being understood that final decisions will be made by you and no selling commission will be due in connection with such transaction). In connection with any auction or private sale, we will have absolute discretion as to (a) consulting any expert either before or after the sale, (b) researching the provenance of the Property either before or after the sale, (c) grouping the Property into auction units ("lots") and providing catalogue and other descriptions as we believe appropriate, (d) the date or dates of the auction, (e) the marketing and promotion of the sale and (f) the manner of conducting the sale. Sotheby's agrees to market and promote the sale of the Property at our sole expense as set forth in Schedule II attached hereto.

The parties acknowledge and agree that this Agreement, and the rights and obligations of the parties hereunder, are conditioned in all respects upon (a) the entry of orders of the United States

Bankruptcy Court for the District of Minnesota (the "Bankruptcy Court") (i) approving the employment of us as agent and (ii) approving this Agreement and authorizing the sale of the Property free and clear of liens, claims and interests; and (b) execution of this Agreement by the parties.

2. Commission. You will not pay us any selling commission for selling the Property at auction. You authorize us to charge the buyer and retain for our account a commission on each lot sold (the "buyer's premium"). The Conditions of Sale in the catalogue for the auction will state the rate at which the buyer's premium will be assessed against the buyer, and such rate will be a percentage of the hammer price of each lot sold. You shall have no liability to us for payment of any buyer's premium.

3. Settlement. On the Settlement Date (as defined below), we will remit to you pursuant to your signed instructions the sale proceeds we collect and receive, after deducting our buyer's premium (the "net sale proceeds") in an auction sale or our selling commission in a private sale, unless any purchaser has notified us of its intention to rescind the sale (as provided in paragraph 9). The "Settlement Date" will be the date that is five days after we receive payment from the purchaser in a private sale or for each auction sale, the date that is thirty-five days after the final day of each auction sale. In the event the Settlement Date falls on a Saturday, Sunday or federal holiday, payment will be due on the next following business day.

We have no obligation to enforce payment by any purchaser. If a purchaser does not pay, and you and we do not agree on another course of action, we reserve the right to cancel the sale and return the Property to you. Notwithstanding the preceding sentence, if we pay you any portion of the net sale proceeds for any Property and have not collected from the purchaser of such Property payment of the amount we paid to you, simultaneously with any such payment by us to you, you assign to us any and all rights you may have against such purchaser to the extent of such payment, whether at law, in equity or under the Conditions of Sale. You agree to execute any documents we may reasonably request evidencing this assignment and you agree that all of your representations, warranties and indemnities set forth in this Agreement shall apply to us or the purchaser, as the case may be, with respect to the Property. You authorize us, in our sole discretion, to impose on any purchaser and retain for our account a late charge if payment is not made in accordance with the Conditions of Sale.

4. Reserves. Each lot of the Property to be offered at auction will be offered subject to a reserve to be mutually agreed upon prior to the date of sale. No reserve for a lot will exceed its low presale estimate. However, we may sell any lot of the Property at auction at a price below the reserve, provided that we pay you in accordance with paragraph 3 above, the agreed reserve.

You agree not to bid on the Property at auction. Although we shall be entitled to bid on your behalf up to the amount of the reserve, you shall not instruct or permit any other person to bid for the Property on your behalf. If, however, you violate your foregoing commitment and you or your agent becomes the successful bidder on the Property, you will pay us the buyer's premium on the hammer price, the Property may be sold without any reserve, and you will not be entitled to the benefit of any warranties under the Conditions of Sale or Terms of Guarantee.

There will be no commission if the Property is bought-in for failing to reach its reserve. In the event any lot is bought-in, we will announce that such lot has been "passed", "withdrawn", "returned to owner", or "bought-in".

5. Representations and Warranties; Indemnity. You represent and warrant to us and each purchaser that: you are a corporation duly organized, validly existing and in good standing in any jurisdiction where such qualification is required and has full corporate power and authority to execute, deliver and perform your obligations under this Agreement; you have the right to consign the Property for sale; upon entry of the orders of the Bankruptcy Court, the Property will be sold free of all liens, claims and encumbrances of others, including, but not limited to, claims of governments or governmental agencies; good title and right to possession will pass to the purchaser free of all liens, claims and encumbrances; this Agreement has been duly authorized, executed and delivered by you and constitutes your legally binding obligation; you have provided us with all information you have concerning the provenance, condition and restoration of the Property; you have no reason to believe that any lot of Property is not authentic or is counterfeit; where the Property has been imported into the United States, the Property has been lawfully imported into the United States and has been lawfully and permanently exported as required by the laws of any country (including any laws or regulations applicable in the European Union) in which it was located; required declarations upon the export and import of the Property have been properly made and any duties and taxes on the export and import of the Property have been paid; you have paid or will pay any and all taxes and/or

duties that may be due on the net sale proceeds of the Property and you have notified us in writing of any and all taxes and/or duties that are payable by us on your behalf in any country other than the United States; and you have no actual knowledge of any restrictions on our right to reproduce photographs of it. We retain the exclusive copyright to all catalogue and other illustrations and descriptions of the Property created by us. We will obtain any required consent of any holder of copyright to any material which we will reproduce in our catalogues or other marketing.

You agree to indemnify and hold us and each purchaser harmless from and against any and all claims, actions, damages, losses, liabilities and expenses (including reasonable attorneys' fees) relating to the breach of any of your agreements, representations or warranties in this Agreement.

Your representations, warranties and indemnity will survive completion of the transactions contemplated by this Agreement.

6. Expenses. We agree to bear all expenses related to the storage, transportation and sale of the Property, including but not limited to: (a) the cost of maintaining insurance on the Property as provided in paragraph 7 hereof, (b) catalogue illustration, production and mailing, (c) packing and shipping to our premises and (d) any agreed-upon advertising.

7. Loss or Damage to Property. We will pay you the Value of the Property (as defined below) or the Depreciation Amount (as defined below), as the case may be, in the event of loss or damage as set forth below, from the time of our receipt of such Property and while the Property is in our custody and control. We shall be deemed to have assumed custody and control of the Property from the time we or our designated shippers pick it up from your premises and until such time as we release it to the purchaser or return it to you. We agree to maintain insurance for loss or damage to all property (including the Property) that is in our custody and control. The maximum amount of our liability to you resulting from loss or damage to the Property shall not exceed the Value of such Property (as defined below). For purposes of this limitation of liability, the Value of the Property is: (a) for Property which has been sold at auction, the hammer price (excluding buyer's premium) or for Property which has been sold in a private sale, the purchase price, (b) for Property which has failed to sell at auction, the reserve, or (c) for Property not yet offered for sale at auction or a private sale, the mean of our latest presale estimates. In the event of a total loss (Property which has been lost, or Property which has

been damaged and has depreciated in value, in the opinion of our insurer, by 50% or more), we will pay you the Value of such Property, and simultaneously with such payment, all title and interest to the Property shall pass to us. In the event of a partial loss (Property which has been partially damaged or lost and has depreciated in value, in the opinion of our insurer, by less than 50%), we will pay you the amount of depreciation, as determined by our insurer (the "Depreciation Amount"), and such Property will be offered for sale or, at your request, returned to you. Neither we nor our insurer will be liable for damage to frames or glass covering lots, for damage occurring in the course of any process undertaken by independent contractors employed with your consent (including restoration, framing or cleaning), or for damage caused by changes in humidity or temperature, inherent conditions or defects, normal wear and tear, war, acts of terrorism, nuclear fission or radioactive contamination, or chemical, bio-chemical or electromagnetic weapons. We will advise you of any restoration on any lot of Property we deem appropriate. We will not undertake to have any restoration performed on any lot of Property without your consent.

8. Withdrawal. Except with respect to items of Property, if any, that may be subject to a private sale as set forth and contemplated in paragraph 1, you may not withdraw any Property from sale in an auction after the date on which you sign this Agreement and it is approved by the Bankruptcy Court. Regardless of whether we have previously issued a receipt, published a catalogue including the Property or advertised its sale, we may withdraw any Property at any time before sale if in our sole judgment (a) there is doubt as to its authenticity or attribution, (b) there is doubt as to the accuracy of any of your representations or warranties, (c) you have breached any provision of this Agreement in any material respect, or (d) the lot of Property incurs loss or damage so that it is not in the state in which it was when we agreed to offer it for sale. If we withdraw any Property under (b) or (c) of this paragraph 8, you must within ten days of our notice to you of withdrawal pay us a withdrawal fee equal to 15% of the mean of our latest presale estimates for the withdrawn Property, as well as all out-of-pocket expenses incurred by us up to and including the date of withdrawal (the "Withdrawal Fee"). If any Property is withdrawn by you in breach of this Agreement, you will pay us a Withdrawal Fee. If any Property is withdrawn under (a) or (d) above, you will not be charged a Withdrawal Fee and, subject to any liens against or claims to the Property, such Property will be returned to you at our expense.

9. Rescission. You authorize us to rescind the sale of any Property in accordance with the Conditions of Sale and Terms of Guarantee, or if we learn that the Property is inaccurately described in the catalogue, or if we learn that the Property is a counterfeit (a modern forgery intended to deceive) or if we determine in our sole judgment that the offering for sale of any lot of Property has subjected or may subject us and/or you to any liability, including liability under the warranty of title or warranty of authenticity included in the Terms of Guarantee. If we receive from a purchaser notice of intention to rescind and we determine that a lot of the Property is subject to rescission under the Terms of Guarantee or as otherwise set forth above, we will credit the purchaser with the purchase price, you will return to us any sale proceeds for such Property paid by us to you or to a third party as directed by you, and we will return the Property to you upon your reimbursing us for expenses incurred in connection with the rescinded sale.

10. Private Sales. If any lot offered at an auction fails to reach its reserve and is bought-in for your account, you authorize us, as your exclusive agent, for a period of 60 days following the auction, to sell the lot privately for a price that will result in a payment to you of not less than the agreed reserve. In such event, your obligations to us hereunder with respect to such lot are the same as if it had been sold at auction. It is acknowledged and agreed that any private sale of the Property or Other Items (as defined below) not offered for sale at auction shall be subject to further order and approval of the Bankruptcy Court.

11. Treatment of Unsold Property. If any Property remains unsold for any reason after the auction, we will notify you. If such Property has not been sold privately pursuant to paragraph 10, and if it is not reconsigned to us for sale on mutually agreed-upon terms or picked up within 60 days after such notification, we will return it to you at our expense.

12. Estimates; Catalogue Descriptions. Presale estimates, if any, are intended as guides for prospective bidders. We make no representation or warranty of the anticipated selling price of any Property and no estimate anywhere by us of the selling price of any Property may be relied upon as a prediction of the actual selling price. Estimates included in receipts, catalogues or elsewhere are preliminary only and are subject to revision by us from time to time in our sole discretion.

We will not be liable for any errors or omissions in the catalogue or other descriptions of the Property and make no guarantees, representations or warranties whatsoever to

you with respect to the Property, its authenticity, attribution, legal title, condition, value or otherwise.

13. Use of Name. We may designate the Property when we offer it for sale, advertise or otherwise promote the sale, both before or after the auction or the private sale, as you and we may mutually agree.

14. Amendment. Neither you nor we may amend, supplement or waive any provision of this Agreement other than by means of a writing signed by both parties.

15. Privacy. Sotheby's, its subsidiaries and affiliates ("Sotheby's Group") will record any information that you supply to us or that we obtain about you in its data systems shared within Sotheby's Group. Your information will be kept confidential within Sotheby's Group. From time to time Sotheby's Group may send you information about its sales and events, or about products and services of other organizations with which it has a relationship.

16. Other Items. As part of our services hereunder, we will use our commercially reasonable best efforts to consult with and advise you with respect to the sale at public auction, by private sale or sealed bid auction, or donation of the approximately 13,000 items of photographs you own which are not Property to be offered for sale under this Agreement (the "Other Items").

If you elect to conduct a sealed bid auction, we will conduct such auction subject to terms and conditions to be mutually agreed, including:

- a) Sotheby's will conduct private viewings for prospective bidders of the Other Items on an appointment basis during the month prior to the live auction for the Property;
- b) The deadline for the submission of the bids for the Other Items shall be a date to be set by mutual agreement no later than the date of the live auction for the Property;
- c) Sotheby's will present all bids for the Other Items to you for your consideration; and
- d) The conditions of the sealed bid auction will provide that you may accept or reject any bids in your sole discretion.

If the Other Items are not sold by sealed bid auction, we will continue to consult and advise with respect to their disposition, provided, however that neither you nor we shall have any obligation to the other with respect to the sale of such Other Items. We understand from our discussions with you that the Other Items are either warehoused in a facility in Somerville,

Massachusetts (the "Warehouse"), being held at Musée de l'Elysée, Lausanne, Switzerland (the "Museum") or traveling in an exhibition (the "Exhibition"). Subject to mutual agreement on terms and conditions and pursuant to a separate written agreement, we agree to be appointed your agent with respect to the Other Items to act on your behalf in communicating with representatives of the Warehouse, the Museum and the Exhibition. This agency appointment will not confer and we will not assume any liability for loss or damage to the Other Items. You shall continue to maintain all risk fine arts insurance on the Other Items. While we will assume the role of communicating with and directing the disposition or removal of the Other Items from the Warehouse, the Museum and Exhibitions, we will not take any action without your prior written approval. We will advance the storage, restoration and insurance costs of the Other Items which are not being absorbed by you or any third party bailees on terms and conditions to be mutually agreed provided that the Bankruptcy Court grants a super priority perfected security interest to Sotheby's for the reimbursement of such advances from the sale proceeds of the Property and the Other Items or approves other arrangements acceptable to us to ensure the reimbursement of such amounts from such sale proceeds.

You will pay Sotheby's a selling commission in connection with any private sale of the Other Items we sell on your behalf equal to 10% of the purchase price of the respective lot of the Other Items. The net price, to be mutually agreed, of each lot of the Other Items to be sold in a private sale by us shall be equal to the purchase price of such lot of property less Sotheby's selling commission. You agree to accept the purchase price and the net price of each lot of the Other Items to be sold by us in a private sale. To the extent any of the Other Items is sold by you or agents other than us, we will not be paid a commission in connection with such sales.

17. Miscellaneous. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York, except to the extent that the laws of such state are superseded by the Bankruptcy Code or other applicable United States federal law. Notwithstanding the foregoing, it is understood that the Conditions of Sale, Terms of Guarantee and the conduct of the auction of the Property shall be governed by New York law. For so long as you, your estates, the Property or the Other Items are subject to the jurisdiction of the Bankruptcy Court, the parties irrevocably elect, as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, and

consent to the exclusive jurisdiction of the Bankruptcy Court. After you are no longer subject to the jurisdiction of the Bankruptcy Court, the parties irrevocably elect, as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, the state courts of and the federal courts sitting in the State and County of New York. This Agreement shall be binding upon and inure to the benefit of you and your heirs, executors, bankruptcy estates, successors and assigns (including, including, without limitation, any trustee ("Trustee") appointed in the bankruptcy cases or upon any conversion of the bankruptcy cases to a case under Chapter 7 of the Bankruptcy Code or appointed pursuant to the terms of a liquidating trust established pursuant to a plan of reorganization confirmed by the Bankruptcy Court), but you may not assign this Agreement without our prior written consent to any party other than a Trustee (who will assume your obligation and liabilities hereunder). Neither party shall be liable to the other for any special, consequential or incidental damages. This Agreement, including the Schedules hereto, and the Conditions of Sale and any Terms of Guarantee, constitute the entire agreement between the parties with respect to the transactions contemplated hereby and supersede all prior or contemporaneous written, oral or implied understandings, representations and agreements of the parties relating to the subject matter of this Agreement. Any notices given hereunder to you or us shall be in writing to the respective addresses indicated on the first page of this Agreement (or to such other address as you or we may notify the other in writing) and shall be deemed to have been given five calendar days after mailing to such address or one business day after delivery by hand or telecopier. You agree to provide us, upon our request, verification of identity in an appropriate form. In the event we receive a subpoena from you or a third party relating to the Property or the Agreement, you shall pay us the costs we incur, including reasonable attorney's fees, in responding to the subpoena. The paragraph headings contained in this Agreement are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together constitute one and the same instrument. Signatures sent by facsimile transmission and scanned executed agreements in PDF format sent by email transmission are each valid and binding and will be deemed an original.

Please confirm your agreement with the foregoing by dating, signing and returning to us the duplicate copy of this Agreement.



Very truly yours,

SOTHEBY'S, INC.

By: Dennis B. Arthur

ACCEPTED AND AGREED:
PBE CORPORATION
formerly known as Polaroid Corporation

By: _____

Name:

Title:

Tobias Meyer
Principal Auctioneer
License #0958677

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SCHEDULE I

Polaroid Collection Listing

	PHOTGRAPHER	TITLE	FORMAT
1	Adams, Ansel	Fern Spring, Dusk	small Polaroid
2	Adams, Ansel	Portrait of Minor White	small Polaroid
3	Adams, Ansel	San Xavier del Bac	small Polaroid
4	Adams, Ansel	Sequoia Roots, Mariposa Grove	small Polaroid
5	Adams, Ansel	Ice on Tioga Lake, 1965	small Polaroid
6	Adams, Ansel	Sun and Clouds	small Polaroid
7	Adams, Ansel	Water Tower, San Francisco	small Polaroid
8	Adams, Ansel	Pine Branch, Yosemite	small Polaroid
9	Adams, Ansel	Rundell Park, Rochester, NY	small Polaroid
10	Adams, Ansel	Valley Floor	small Polaroid
		Half-Dome and Pine Branches from Glacier Point, Yosemite	
11	Adams, Ansel	Glacier Point, Yosemite	small Polaroid
12	Adams, Ansel	El Capitan	small Polaroid
13	Adams, Ansel	Rock, half covered with snow	small Polaroid
14	Adams, Ansel	Pastoral valley scene	small Polaroid
15	Adams, Ansel	Near University of Santa Cruz	small Polaroid
16	Adams, Ansel	Boulder and Dead Tree	small Polaroid
17	Adams, Ansel	Mountain and Saguaro Cactus	small Polaroid
18	Adams, Ansel	Rocks and Sand	small Polaroid
19	Adams, Ansel	Bridalveil and Shadow, Yosemite	small Polaroid
		El Capitan and Valley View to Half Dome, Yosemite	
20	Adams, Ansel	Dome, Yosemite	small Polaroid
21	Adams, Ansel	Fallen Rock, Yosemite	small Polaroid
22	Adams, Ansel	Mountains and Snow	small Polaroid
		Half Dome, Reflections, Merced River, Yosemite	
23	Adams, Ansel		small Polaroid
24	Adams, Ansel	Untitled	small Polaroid
		El Capitan and Trees, Yosemite, 1952	
25	Adams, Ansel		small Polaroid
		Merced River and Snow, Yosemite, 1969	
26	Adams, Ansel		small Polaroid
27	Adams, Ansel	Tenaya Lake and Mountains	small Polaroid
28	Adams, Ansel	Steel Tanks	small Polaroid
29	Adams, Ansel	Porch support column and bush	small Polaroid
30	Adams, Ansel	Untitled (statuary?)	small Polaroid
31	Adams, Ansel	Balustrade	small Polaroid
		Decorative Building Support Column	
32	Adams, Ansel		small Polaroid
33	Adams, Ansel	Mission San Xavier del Bac, 1968	small Polaroid
34	Adams, Ansel	Tidal Stream	small Polaroid
		Sodium Sulfite Crystals (Evaporated in Tray), 1962	
35	Adams, Ansel		small Polaroid
36	Adams, Ansel	Rock Wall Detail, 1963	small Polaroid
37	Adams, Ansel	Tetons and Split Rail Fence	small Polaroid
38	Adams, Ansel	Redwood trunk, forest, 1930s	small Polaroid
39	Adams, Ansel	Lake at Yosemite Valley	small Polaroid
40	Adams, Ansel	Untitled (rocks)	small Polaroid
41	Adams, Ansel	Merced River, Yosemite	small Polaroid
42	Adams, Ansel	Cracked boulders and tree trunk	small Polaroid
43	Adams, Ansel	Rocks and water	small Polaroid
		Rock, dogwood blossoms and river, Yosemite	
44	Adams, Ansel		small Polaroid
45	Adams, Ansel	Swirling water and rock	small Polaroid
46	Adams, Ansel	Boulders and lichen	small Polaroid
47	Adams, Ansel	Rapids and rocks	small Polaroid
48	Adams, Ansel	Boulders and crevice, 1977	small Polaroid
49	Adams, Ansel	Yosemite Falls	small Polaroid
50	Adams, Ansel	Untitled	small Polaroid

Polaroid Collection Listing

51	Adams, Ansel	Wood/Shadow	small Polaroid
52	Adams, Ansel	Rock Pillar and Trees	small Polaroid
53	Adams, Ansel	Ocean Worn Rock	small Polaroid
54	Adams, Ansel	Wavy Boulder, 1971	small Polaroid
55	Adams, Ansel	Metamorphic Rock, 1969	small Polaroid
56	Adams, Ansel	Rock detail, Point Lobos	small Polaroid
57	Adams, Ansel	Ocean and Clouds	small Polaroid
58	Adams, Ansel	Hills and Clouds	small Polaroid
59	Adams, Ansel	Split Trees, Yosemite	small Polaroid
60	Adams, Ansel	Fruit Trees Against Cliff, Yosemite	small Polaroid
61	Adams, Ansel	Little Cascade and Creek	small Polaroid
62	Adams, Ansel	The Snake River and the Tetons, 1965	small Polaroid
63	Adams, Ansel	Merced River rocks and foams	small Polaroid
64	Adams, Ansel	Rocks, Pt. Lobos, water pooled on rocks	small Polaroid
65	Adams, Ansel	Untitled (Tetons)	small Polaroid
66	Adams, Ansel	Rock Detail, Marin County, CA, 1960	small Polaroid
67	Adams, Ansel	Bridalveil Falls, Yosemite	small Polaroid
68	Adams, Ansel	Landscape in silhouette	small Polaroid
69	Adams, Ansel	Vines, cement, marble	small Polaroid
70	Adams, Ansel	Skull of a horse	small Polaroid
71	Adams, Ansel	Horse skull on boards	small Polaroid
72	Adams, Ansel	Tall buildings	small Polaroid
73	Adams, Ansel	Tall buildings	small Polaroid
74	Adams, Ansel	Untitled (sun on shore)	small Polaroid
75	Adams, Ansel	Rocks	small Polaroid
76	Adams, Ansel	Rocks, Sierra Foothills, California	small Polaroid
77	Adams, Ansel	New England Barn	small Polaroid
78	Adams, Ansel	Untitled (close up of stone hands)	small Polaroid
79	Adams, Ansel	Gravestone carving, Mariposa Cemetery	small Polaroid
80	Adams, Ansel	Untitled (close up of stone flowers)	small Polaroid
81	Adams, Ansel	Cemetery angel, Olema, California	small Polaroid
82	Adams, Ansel	Stone Carving of Face	small Polaroid
83	Adams, Ansel	Gravestone, 1969	small Polaroid
84	Adams, Ansel	Untitled (close up of stone hand)	small Polaroid
85	Adams, Ansel	Untitled (close up of stone hand and bouquet)	small Polaroid
86	Adams, Ansel	Oil barrels with ship	small Polaroid
87	Adams, Ansel	Fountain	small Polaroid
88	Adams, Ansel	Round building with curtains	small Polaroid
89	Adams, Ansel	Round building	small Polaroid
90	Adams, Ansel	Round building with curtains	small Polaroid
91	Adams, Ansel	Roof, Le Conte Memorial, Yosemite National Park	small Polaroid
92	Adams, Ansel	Untitled (church front)	small Polaroid
93	Adams, Ansel	Church Las Trampas, New Mexico	small Polaroid
94	Adams, Ansel	Beaumont Newhall Cooking, 1963	small Polaroid
95	Adams, Ansel	Beaumont Newhall in doorway, 1963	small Polaroid
96	Adams, Ansel	Beaumont Newhall in study	small Polaroid
97	Adams, Ansel	Eliot Porter	small Polaroid
98	Adams, Ansel	Pirkle Jones, Yosemite, 1966	small Polaroid

Polaroid Collection Listing

99	Adams, Ansel	William Garnett and Son	small Polaroid
100	Adams, Ansel	portrait	small Polaroid
101	Adams, Ansel	portrait, female	small Polaroid
102	Adams, Ansel	portrait, standing female	small Polaroid
103	Adams, Ansel	Roger Kent	small Polaroid
104	Adams, Ansel	Untitled (Piazzoni?)	small Polaroid
		Reflection of Ansel Adams and G. Sharpe	
105	Adams, Ansel	Gerry Sharpe, San Francisco, 1960	small Polaroid
106	Adams, Ansel	Julia Orejinski	small Polaroid
109	Adams, Ansel	Roger Kent	small Polaroid
110	Adams, Ansel	Wooden Post and Lintel	small Polaroid
111	Adams, Ansel	Wooden Post and Lintel	small Polaroid
112	Adams, Ansel	Wooden Post and Lintel	small Polaroid
113	Adams, Ansel	Wooden Post and Lintel	small Polaroid
114	Adams, Ansel	Wooden Post and Lintel	small Polaroid
115	Adams, Ansel	Wooden Post and Lintel	small Polaroid
116	Adams, Ansel	Rope and wooden posts	small Polaroid
117	Adams, Ansel	Rope and wooden posts	small Polaroid
118	Adams, Ansel	Rope and wooden posts	small Polaroid
119	Adams, Ansel	Marble statue of a woman	small Polaroid
120	Adams, Ansel	Marble statue of a woman	small Polaroid
121	Adams, Ansel	close up of rock	color Polaroid
122	Adams, Ansel	splashing wave	color Polaroid
123	Adams, Ansel	water and rocks	color Polaroid
124	Adams, Ansel	sea coast	color Polaroid
125	Adams, Ansel	shadow man	color Polaroid
126	Adams, Ansel	self-portrait	color Polaroid
127	Adams, Ansel	Rusted Metal, 1972	color Polaroid
128	Adams, Ansel	Green leaves	color Polaroid
129	Adams, Ansel	Abstract Rock #85 filter	color Polaroid
130	Adams, Ansel	Untitled (4 polaroids in one frame)	color Polaroid
131	Adams, Ansel	Twigs and rocks	color Polaroid
132	Adams, Ansel	Untitled (tree)	color Polaroid
133	Adams, Ansel	Cypress tree, Point Lobos	color Polaroid
134	Adams, Ansel	Tree Trunk	color Polaroid
135	Adams, Ansel	Angels	color Polaroid
136	Adams, Ansel	Untitled (flowers)	color Polaroid
137	Adams, Ansel	Rusting Metal	color Polaroid
138	Adams, Ansel	Jagged rock surface	color Polaroid
139	Adams, Ansel	Rock surface	color Polaroid
140	Adams, Ansel	Rock surface	color Polaroid
141	Adams, Ansel	Yosemite Falls and Flowers	color Polaroid
142	Adams, Ansel	Vineyard	color Polaroid
143	Adams, Ansel	Rocks and water	color Polaroid
144	Adams, Ansel	self-portrait	color Polaroid
		Arches, North Court, Mission San Xavier del Bac	
145	Adams, Ansel	Arches, North Court, Mission San Xavier del Bac	Gelatin Silver
146	Adams, Ansel	Aspens, Northern New Mexico, 1958	Gelatin Silver
147	Adams, Ansel	Aspens, Northern New Mexico	Gelatin Silver
148	Adams, Ansel	Beach, Evening, Northern California Coast	Gelatin Silver
149	Adams, Ansel	Sunset, Prairie Creek Beach, California	Gelatin Silver
150	Adams, Ansel		

Polaroid Collection Listing

151	Adams, Ansel	Beach, Evening, Northern California Coast	Gelatin Silver
152	Adams, Ansel	Sunset, Prairie Creek Beach, California	Gelatin Silver
153	Adams, Ansel	Bridalveil Falls, Yosemite (neg.1927)	Gelatin Silver
154	Adams, Ansel	Canyon de Chelly, 1942	Gelatin Silver
155	Adams, Ansel	Canyon de Chelly	Gelatin Silver
156	Adams, Ansel	Church and Road, Bodega, CA, 1953	Gelatin Silver
157	Adams, Ansel	Church, Bodega, CA, 1953	Gelatin Silver
158	Adams, Ansel	Clearing Storm, Sonoma County Hills, California, 1951	Gelatin Silver
159	Adams, Ansel	Clearing Storm, Sonoma County Hills, California, 1951	Gelatin Silver
160	Adams, Ansel	Dennis Purcell, 1960	Gelatin Silver
161	Adams, Ansel	Detail, Juniper tree, Yosemite National Park, June 1965	Gelatin Silver
162	Adams, Ansel	Cold light on branches, 1961, no.4	Gelatin Silver
163	Adams, Ansel	Eagle Peak, Middle Brother	Gelatin Silver
164	Adams, Ansel	Dr. Edwin Land	Gelatin Silver
165	Adams, Ansel	El Capitan, Sunrise, Winter (port.VII, pl.10)	Gelatin Silver
166	Adams, Ansel	El Capitan, Winter, Sunrise, Yosemite, 1968	Gelatin Silver
167	Adams, Ansel	El Capitan, 1948	Gelatin Silver
168	Adams, Ansel	Lake, Mountains, Clouds, 1962, vertical	Gelatin Silver
169	Adams, Ansel	Sierra Nevada, Winter Evening, from the Owens Valley, CA	Gelatin Silver
170	Adams, Ansel	Eucalyptus Tree, Fort Ross, CA, 1969	Gelatin Silver
171	Adams, Ansel	Eucalyptus Tree, Fort Ross, CA, 1969	Gelatin Silver
172	Adams, Ansel	Eucalyptus grove, Clayton, CA	Gelatin Silver
173	Adams, Ansel	Farmhouse near Carson City, Nevada, 1960	Gelatin Silver
174	Adams, Ansel	Fern Spring, Yosemite Valley	Gelatin Silver
175	Adams, Ansel	Fern Spring, Yosemite Valley	Gelatin Silver
176	Adams, Ansel	Forest, Castle Rock State Park, CA	Gelatin Silver
177	Adams, Ansel	Forest, Yosemite Valley	Gelatin Silver
178	Adams, Ansel	The Golden Gate headlands, San Francisco, CA 1950	Gelatin Silver
179	Adams, Ansel	Half Dome, Merced River, Winter, Yosemite, 1938	Gelatin Silver
180	Adams, Ansel	Hills, Sonoma County, California	Gelatin Silver
181	Adams, Ansel	House, Gloucester, Mass.	Gelatin Silver
182	Adams, Ansel	House, Gloucester, Mass.	Gelatin Silver
183	Adams, Ansel	House, Gloucester, Mass.	Gelatin Silver
184	Adams, Ansel	Hull, Gloucester, Mass.	Gelatin Silver
185	Adams, Ansel	Ice on Tioga Lake, 1965	Gelatin Silver
186	Adams, Ansel	Industrial Location, San Francisco, 1962	Gelatin Silver
187	Adams, Ansel	Iron Grave Marker, Monterey, 1962	Gelatin Silver
188	Adams, Ansel	Leaves, Mills College, CA, 1931	Gelatin Silver

Polaroid Collection Listing

189	Adams, Ansel	Lichens and rock, Yosemite Valley	Gelatin Silver
190	Adams, Ansel	Little Asa, Mariposa Cemetery	Gelatin Silver
191	Adams, Ansel	Manly Beacon, Death Valley, 1952	Gelatin Silver
192	Adams, Ansel	Merced River cliffs, autumn, 1939	Gelatin Silver
193	Adams, Ansel	Moon and Half Dome, Yosemite, 1960	Gelatin Silver
194	Adams, Ansel	Moon and Half Dome, Yosemite, 1960	Gelatin Silver
195	Adams, Ansel	Moonrise, Hernandez, NM, 1941	Gelatin Silver
196	Adams, Ansel	Mt. McKinley, Alaska, 1948	Gelatin Silver
197	Adams, Ansel	Mt. McKinley, Alaska, 1948	Gelatin Silver
198	Adams, Ansel	Mt. McKinley and Wonder Lake, Alaska, 1948	Gelatin Silver
199	Adams, Ansel	Mt. Williamson from Manzanar, 1945	Gelatin Silver
200	Adams, Ansel	Nevada Fall, Rainbow, Yosemite, CA, 1947	Gelatin Silver
201	Adams, Ansel	Nevada Fall, Rainbow, Yosemite, CA, 1947	Gelatin Silver
202	Adams, Ansel	No Parking sign	Gelatin Silver
203	Adams, Ansel	No Parking sign	Gelatin Silver
204	Adams, Ansel	Oak Tree, Snowstorm, Yosemite, 1948	Gelatin Silver
205	Adams, Ansel	Oak Tree, a fence, rain, Sonoma County Hills, CA	Gelatin Silver
206	Adams, Ansel	Oak Tree, a fence, rain, Sonoma County Hills, CA	Gelatin Silver
207	Adams, Ansel	Old Store Front, Clayton, CA	Gelatin Silver
208	Adams, Ansel	Old Store Front, Clayton, CA	Gelatin Silver
209	Adams, Ansel	Orchard, Santa Clara, CA, 1954	Gelatin Silver
210	Adams, Ansel	Orchard, Portola Valley	Gelatin Silver
211	Adams, Ansel	Pine Branches, Yosemite, 1961	Gelatin Silver
212	Adams, Ansel	Pine Tree and Rocks, 1965	Gelatin Silver
213	Adams, Ansel	Pine Tree and Rocks, 1965	Gelatin Silver
214	Adams, Ansel	Point Sur, Monterey Coast, CA	Gelatin Silver
215	Adams, Ansel	Redwoods, Richardson Grove, CA	Gelatin Silver
216	Adams, Ansel	Redwoods, Richardson Grove, CA	Gelatin Silver
217	Adams, Ansel	Rocks and Limpets, Pt. Lobos State Reserve, CA, 1960	Gelatin Silver
218	Adams, Ansel	Rocks and Limpets, Pt. Lobos State Preserve, 1965	Gelatin Silver
219	Adams, Ansel	Rocks and Limpets, Pt. Lobos State Preserve	Gelatin Silver
220	Adams, Ansel	In the Alabama Hills, Owens Valley, CA	Gelatin Silver
221	Adams, Ansel	Rock forms, Alabama Hills, Owens Valley, CA	Gelatin Silver
222	Adams, Ansel	Sentinel Rock, Winter, Yosemite Valley	Gelatin Silver
223	Adams, Ansel	Shingles, Yosemite	Gelatin Silver
224	Adams, Ansel	Siesta Lake, Yosemite	Gelatin Silver
225	Adams, Ansel	Stone Sphere - Mariposa Cemetery, 1962	Gelatin Silver
226	Adams, Ansel	Sodium Sulfite Crystals, 1962	Gelatin Silver
227	Adams, Ansel	Scintillation, Merced River	Gelatin Silver
228	Adams, Ansel	Scintillation, Merced River	Gelatin Silver

Polaroid Collection Listing

229	Adams, Ansel	Rock and Surf, Big Sur Coast, 1951	Gelatin Silver
230	Adams, Ansel	Surf and Rock, Monterey County Coast, 1951	Gelatin Silver
231	Adams, Ansel	Snow banks, Nevada, 1962	Gelatin Silver
232	Adams, Ansel	Storm Surf, Timber Cove, Northern CA Coast	Gelatin Silver
233	Adams, Ansel	Stream, Sea, Clouds, Rodeo Lagoon, Golden Gate National Recreation Area, CA, 1962	Gelatin Silver
234	Adams, Ansel	Stump and Ferns, Redwoods, Bull Creek	Gelatin Silver
235	Adams, Ansel	Surf and Rocks, 1961	Gelatin Silver
236	Adams, Ansel	Stump, Yosemite, 1962	Gelatin Silver
237	Adams, Ansel	Tree Stump, Yosemite National Park, 1962	Gelatin Silver
238	Adams, Ansel	Sun and Fog, Pt. Arena, CA	Gelatin Silver
239	Adams, Ansel	Sundown, The Pacific, Near Carmel, 1946	Gelatin Silver
240	Adams, Ansel	Sunset, Prairie Creek, CA, 1964	Gelatin Silver
241	Adams, Ansel	The Tetons and Snake River	Gelatin Silver
242	Adams, Ansel	The Tetons and Snake River	Gelatin Silver
243	Adams, Ansel	The Tetons and Snake River	Gelatin Silver
244	Adams, Ansel	Snake River, July 1965	Gelatin Silver
245	Adams, Ansel	Teton Range, Snake River, July 1965	Gelatin Silver
246	Adams, Ansel	Tetons and Split Rail Fence, July 1965	Gelatin Silver
247	Adams, Ansel	The Tetons and Split Rail Fence, July 1965	Gelatin Silver
248	Adams, Ansel	The Tetons and Split Rail Fence, July 1965	Gelatin Silver
249	Adams, Ansel	Detail Cunningham Cabin, Grand Teton National Park, July 1965	Gelatin Silver
250	Adams, Ansel	Tetons, Cunningham Cabin	Gelatin Silver
251	Adams, Ansel	Thundercloud, Lake Tahoe	Gelatin Silver
252	Adams, Ansel	Tree Trunk, Rocks, Yosemite Valley	Gelatin Silver
253	Adams, Ansel	Water Falling Over Rocks, Mountains in Background	Gelatin Silver
254	Adams, Ansel	White House Ruins, Canyon de Chelly, 1942	Gelatin Silver
255	Adams, Ansel	Window, Old House, Bear Valley, CA, 1973	Gelatin Silver
256	Adams, Ansel	Winter Sunrise, Sierra Nevada from Lone Pine	Gelatin Silver
257	Adams, Ansel	Winter Sunrise, Sierra Nevada from Lone Pine, 1944	Gelatin Silver
258	Adams, Ansel	Winter Sunrise, Sierra Nevada from Lone Pine	Gelatin Silver
259	Adams, Ansel	Gerry Sharpe, Reflections in Grass, 1960	Gelatin Silver
260	Adams, Ansel	Gerry Sharpe, Reflections in Grass, 1960	Gelatin Silver
261	Adams, Ansel	Portfolio One, plate 2	Gelatin Silver
262	Adams, Ansel	Portfolio One, plate 3	Gelatin Silver
263	Adams, Ansel	Portfolio One, plate 4	Gelatin Silver
264	Adams, Ansel	Portfolio One, plate 5	Gelatin Silver
265	Adams, Ansel	Portfolio One, plate 6	Gelatin Silver

Polaroid Collection Listing

266	Adams, Ansel	Portfolio One, plate 7	Gelatin Silver
267	Adams, Ansel	Portfolio One, plate 8	Gelatin Silver
268	Adams, Ansel	Portfolio One, plate 10	Gelatin Silver
269	Adams, Ansel	Portfolio One, plate 11	Gelatin Silver
270	Adams, Ansel	Portfolio One, plate 12	Gelatin Silver
271	Adams, Ansel	Portfolio Two plate 1	Gelatin Silver
272	Adams, Ansel	Portfolio Two plate 2	Gelatin Silver
273	Adams, Ansel	Portfolio Two plate 3	Gelatin Silver
274	Adams, Ansel	Portfolio Two plate 4	Gelatin Silver
275	Adams, Ansel	Portfolio Two plate 5	Gelatin Silver
276	Adams, Ansel	Portfolio Two plate 6	Gelatin Silver
277	Adams, Ansel	Portfolio Two plate 7	Gelatin Silver
278	Adams, Ansel	Portfolio Two plate 8	Gelatin Silver
279	Adams, Ansel	Portfolio Two plate 9	Gelatin Silver
280	Adams, Ansel	Portfolio Two plate 10	Gelatin Silver
281	Adams, Ansel	Portfolio Two plate 11	Gelatin Silver
282	Adams, Ansel	Portfolio Two plate 12	Gelatin Silver
283	Adams, Ansel	Portfolio Two plate 13	Gelatin Silver
284	Adams, Ansel	Portfolio Two plate 14	Gelatin Silver
285	Adams, Ansel	Portfolio Two plate 15	Gelatin Silver
286	Adams, Ansel	Portfolio Three plate 1	Gelatin Silver
287	Adams, Ansel	Portfolio Three plate 2	Gelatin Silver
288	Adams, Ansel	Portfolio Three plate 3	Gelatin Silver
289	Adams, Ansel	Portfolio Three plate 4	Gelatin Silver
290	Adams, Ansel	Portfolio Three plate 5	Gelatin Silver
291	Adams, Ansel	Portfolio Three plate 6	Gelatin Silver
292	Adams, Ansel	Portfolio Three plate 7	Gelatin Silver
293	Adams, Ansel	Portfolio Three plate 8	Gelatin Silver
294	Adams, Ansel	Portfolio Three plate 9	Gelatin Silver
295	Adams, Ansel	Portfolio Three plate 10	Gelatin Silver
296	Adams, Ansel	Portfolio Three plate 11	Gelatin Silver
297	Adams, Ansel	Portfolio Three plate 12	Gelatin Silver
298	Adams, Ansel	Portfolio Three plate 13	Gelatin Silver
299	Adams, Ansel	Portfolio Three plate 14	Gelatin Silver
300	Adams, Ansel	Portfolio Three plate 15	Gelatin Silver
301	Adams, Ansel	Portfolio Three plate 16	Gelatin Silver
302	Adams, Ansel	Portfolio Three plate 1	Gelatin Silver
303	Adams, Ansel	Portfolio Three plate 2	Gelatin Silver
304	Adams, Ansel	Portfolio Three plate 3	Gelatin Silver
305	Adams, Ansel	Portfolio Three plate 5	Gelatin Silver
306	Adams, Ansel	Portfolio Three plate 6	Gelatin Silver
307	Adams, Ansel	Portfolio Three plate 7	Gelatin Silver
308	Adams, Ansel	Portfolio Three plate 8	Gelatin Silver
309	Adams, Ansel	Portfolio Three plate 9	Gelatin Silver
310	Adams, Ansel	Portfolio Three plate 11	Gelatin Silver
311	Adams, Ansel	Portfolio Three plate 12	Gelatin Silver
312	Adams, Ansel	Portfolio Three plate 13	Gelatin Silver
313	Adams, Ansel	Portfolio Three plate 14	Gelatin Silver
314	Adams, Ansel	Portfolio Three plate 15	Gelatin Silver
315	Adams, Ansel	Portfolio Three plate 16	Gelatin Silver
316	Adams, Ansel	Portfolio Four plate 1	Gelatin Silver
317	Adams, Ansel	Portfolio Four plate 2	Gelatin Silver
318	Adams, Ansel	Portfolio Four plate 3	Gelatin Silver
319	Adams, Ansel	Portfolio Four plate 5	Gelatin Silver
320	Adams, Ansel	Portfolio Four plate 6	Gelatin Silver
321	Adams, Ansel	Portfolio Four plate 7	Gelatin Silver
322	Adams, Ansel	Portfolio Four plate 8	Gelatin Silver
323	Adams, Ansel	Portfolio Four plate 9	Gelatin Silver
324	Adams, Ansel	Portfolio Four plate 10	Gelatin Silver

Polaroid Collection Listing

325	Adams, Ansel	Portfolio Four plate 11	Gelatin Silver
326	Adams, Ansel	Portfolio Four plate 12	Gelatin Silver
327	Adams, Ansel	Portfolio Four plate 13	Gelatin Silver
328	Adams, Ansel	Portfolio Four plate 14	Gelatin Silver
329	Adams, Ansel	Portfolio Four plate 15	Gelatin Silver
330	Adams, Ansel	Portfolio Five plate 1	Gelatin Silver
331	Adams, Ansel	Portfolio Five plate 2	Gelatin Silver
332	Adams, Ansel	Portfolio Five plate 3	Gelatin Silver
333	Adams, Ansel	Portfolio Five plate 6	Gelatin Silver
334	Adams, Ansel	Portfolio Five plate 7	Gelatin Silver
335	Adams, Ansel	Portfolio Five plate 8	Gelatin Silver
336	Adams, Ansel	Portfolio Five plate 9	Gelatin Silver
337	Adams, Ansel	Portfolio Five plate 10	Gelatin Silver
338	Adams, Ansel	Portfolio Six plate 1	Gelatin Silver
339	Adams, Ansel	Portfolio Six plate 4	Gelatin Silver
340	Adams, Ansel	Portfolio Six plate 5	Gelatin Silver
341	Adams, Ansel	Portfolio Six plate 6	Gelatin Silver
342	Adams, Ansel	Portfolio Six plate 7	Gelatin Silver
343	Adams, Ansel	Portfolio Six plate 8	Gelatin Silver
344	Adams, Ansel	Portfolio Six plate 9	Gelatin Silver
345	Adams, Ansel	Portfolio Six plate 10	Gelatin Silver
346	Adams, Ansel	Untitled,Egyptian statuary	Gelatin Silver
347	Adams, Ansel	Untitled,Egyptian statuary	Gelatin Silver
348	Adams, Ansel	Untitled,Egyptian statuary	Gelatin Silver
349	Adams, Ansel	Untitled,Egyptian statuary	Gelatin Silver
350	Adams, Ansel	Untitled,Egyptian statuary	Gelatin Silver
351	Adams, Ansel	Untitled,Egyptian statuary	Gelatin Silver
352	Adams, Ansel	Untitled,Egyptian statuary	Gelatin Silver
353	Adams, Ansel	Untitled,Egyptian statuary	Gelatin Silver
354	Adams, Ansel	Untitled,Egyptian statuary	Gelatin Silver
355	Adams, Ansel	Untitled,Egyptian statuary	Gelatin Silver
356	Adams, Ansel	Untitled,Egyptian statuary	Gelatin Silver
357	Adams, Ansel	Untitled,Egyptian statuary	Gelatin Silver
358	Adams, Ansel	x-ray of hand	Gelatin Silver
359	Adams, Ansel	x-ray of hand	Gelatin Silver
360	Adams, Ansel	x-ray of hand	Gelatin Silver
361	Adams, Ansel	x-ray of rib cage	Gelatin Silver
362	Adams, Ansel	x-ray of rib cage	Gelatin Silver
363	Adams, Ansel	x-ray of rib cage	Gelatin Silver
364	Adams, Ansel	x-ray of spine and hip bones	Gelatin Silver
365	Adams, Ansel	x-ray of rib cage	Gelatin Silver
366	Adams, Ansel	x-ray of rib cage	Gelatin Silver
367	Adams, Ansel	x-ray of rib cage	Gelatin Silver
368	Adams, Ansel	x-ray of rib cage	Gelatin Silver
369	Adams, Ansel	x-ray of spine and hip bones	Gelatin Silver
370	Adams, Ansel	x-ray of spine and hip bones	Gelatin Silver
371	Adams, Ansel	Charles Sheeler	Gelatin Silver
372	Adams, Ansel	Clarence Kennedy	Gelatin Silver
373	Adams, Ansel	Roger Kent	Gelatin Silver
374	Adams, Ansel	Reverend Alfred Glass	Gelatin Silver
375	Adams, Ansel	marble bust, Clarence Kennedy	Gelatin Silver
376	Adams, Ansel	Madonna relief, Clarence Kennedy	Gelatin Silver
377	Adams, Ansel	Madonna and child relief, Clarence Kennedy	Gelatin Silver
378	Adams, Ansel	statue of woman, Clarence Kennedy	Gelatin Silver
379	Adams, Ansel	carved hands, Clarence Kennedy	Gelatin Silver
380	Adams, Ansel	untitled, Clarence Kennedy	Gelatin Silver

Polaroid Collection Listing

381	Adams, Ansel	carved hands, Clarence Kennedy	Gelatin Silver
382	Adams, Ansel	bust of child, Clarence Kennedy	Gelatin Silver
383	Adams, Ansel	bust of child, Clarence Kennedy	Gelatin Silver
		detail of feet, carved, Clarence Kennedy	
384	Adams, Ansel	detail of feet, carved, Clarence Kennedy	Gelatin Silver
		detail of carving, Clarence Kennedy	Gelatin Silver
385	Adams, Ansel	detail of carving, Clarence Kennedy	Gelatin Silver
		The Erechtheion, Clarence Kennedy	Gelatin Silver
386	Adams, Ansel	detail of carving, Clarence Kennedy	Gelatin Silver
		detail of carving, Clarence Kennedy	Gelatin Silver
387	Adams, Ansel	detail of cherub, Clarence Kennedy	Gelatin Silver
		untitled, cherub statue, Clarence Kennedy	Gelatin Silver
388	Adams, Ansel	untitled, cherub statue, Clarence Kennedy	Gelatin Silver
		untitled, cherub statue, Clarence Kennedy	Gelatin Silver
389	Adams, Ansel	untitled, cherub statue, Clarence Kennedy	Gelatin Silver
		untitled, cherub statue, Clarence Kennedy	Gelatin Silver
390	Adams, Ansel	untitled, cherub statue, Clarence Kennedy	Gelatin Silver
		detail of cherub, Clarence Kennedy	Gelatin Silver
391	Adams, Ansel	reclining cherub, carved, Clarence Kennedy	Gelatin Silver
		reclining cherub, carved, Clarence Kennedy	Gelatin Silver
392	Adams, Ansel	reclining cherub, carved, Clarence Kennedy	Gelatin Silver
		Madonna, carved, Clarence Kennedy	Gelatin Silver
393	Adams, Ansel	President Jimmy Carter (color)	color Polaroid
		Vice President Walter Mondale (color)	color Polaroid
394	Adams, Ansel	Stream in field (color)	color Polaroid
		Saugus Iron Works (color)	color Polaroid
395	Adams, Ansel	Saugus Iron Works (color)	color Polaroid
		Mountain and Trees (color)	color Polaroid
396	Adams, Ansel	Mountain and Trees (color)	color Polaroid
		El Capitan and Half Dome, Yosemite National Park, CA (color)	color Polaroid
397	Adams, Ansel	El Capitan and Valley View to Half Dome, 1979 (color)	color Polaroid
		El Capitan and Valley View to Half Dome, 1979 (color)	color Polaroid
398	Adams, Ansel	Yosemite Fall, 1979 (color)	color Polaroid
		Yosemite Fall, 1979 (color)	color Polaroid
399	Adams, Ansel	Half Dome (color)	color Polaroid
		Bridalveil Fall, Yosemite	Mural
400	Adams, Ansel	Cascade, detail	Mural
		Clearing Winter Storm	Mural
401	Adams, Ansel	Portals, Mission St. Xavier	Mural
		Winter Sunrise, Sierra Nevada from Lone Pine	Mural
402	Adams, Ansel	Aspens, Northern New Mexico	Mural
		Barn and Railroad Tracks	Mural
403	Adams, Ansel	Cedar Trees in Snow	Mural
		Moonrise, Hernandez	Mural
404	Adams, Ansel	Man at Potter's Wheel	Mural
		Petroglyphs, Monument Valley	Mural
405	Adams, Ansel	Paradise Valley	Mural
		Sequoia Gigantea Roots, Mariposa	Mural
406	Adams, Ansel	Winter Sunrise	Mural
		Rocks and Limpets	Mural
407	Adams, Ansel	Tetons and Snake River	Mural
		Tetons and Snake River	Mural
408	Adams, Ansel		
409	Adams, Ansel		
410	Adams, Ansel		
411	Adams, Ansel		
412	Adams, Ansel		
413	Adams, Ansel		
414	Adams, Ansel		
415	Adams, Ansel		
416	Adams, Ansel		
417	Adams, Ansel		
418	Adams, Ansel		
419	Adams, Ansel		
420	Adams, Ansel		
421	Adams, Ansel		
422	Adams, Ansel		

Polaroid Collection Listing

423	Adams, Ansel	Gottardo Piazzoni in His Studio	Mural
424	Adams, Ansel	Siesta Lake	Mural
425	Adams, Ansel	Jeffrey Pine, Sentinel Dome	Mural
426	Adams, Ansel	Holy Cross Church, Santz Cruz	Mural
427	Adams, Ansel	Cedar Tree, Cliffs, Yosemite	Mural
428	Adams, Ansel	Old Granary Burying Ground, Boston	Mural
429	Adams, Ansel	Pine Branches and Lichens	Mural
430	Adams, Ansel	Aspens, Northern New Mexico	Mural
431	Adams, Ansel	Mary Martha Chapel, Sudbury, MA	Mural
432	Adams, Ansel	Snow on trees, presumably Yosemite	Mural
433	Adams, Ansel	Grist Mill at Wayside Inn, Sudbury, MA	Mural
434	Adams, Ansel	Clearing Winter Storm	Mural
435	Adams, Ansel	Half Dome, Merced River	Mural
436	Adams, Ansel	Snow Strata	Mural
437	Adams, Ansel	Winter Sunrise	Mural
438	Adams, Ansel	Vineyards, Northern California	Mural
439	Adams, Ansel	Tenaya Lake, Mount Conness	Mural
440	Adams, Ansel	Merced River, Cliffs of Cathedral Rock	Mural
441	Adams, Ansel	Cedar Trees in Snow	Mural
442	Adams, Ansel	Half Dome, Yosemite Valley	Mural
443	Adams, Ansel	Mirror Lake, Merced River	Mural
444	Bailey, David	Girl with Bunny	
445	Bailey, David	Nude	
446	Beard, Peter	Iman	
447	Beard, Peter	Untitled (Self Portrait)	
448	Beard, Peter	Desiree (Basketball Jersey?)	
449	Beard, Peter	Untitled	
450	Beard, Peter	Untitled	
451	Beard, Peter	Untitled	
452	Beard, Peter	Hog Ranch	
453	Beard, Peter	Untitled	
454	Beard, Peter	Untitled	
455	Boltanski, Christian	Les Monuments I	
456	Boltanski, Christian	Les Monuments II	
457	Boltanski, Christian	Les Monuments III	
458	Bourdin, Guy	Glove	
459	Bourke-White, Margaret	Sea Birds (Aerial)	
460	Bourke-White, Margaret	South African Diamond Miners	
461	Bourke-White, Margaret	Portrait of Ansel Adams	
462	Brandt, Bill	Self-Portrait	
463	Bravo, Manuel Alvarez	Self-Portrait	
464	Callahan, Harry	Chicago	
465	Callahan, Harry	Eleanor and Barbara, 1957	
466	Callahan, Harry	Weed Against Sky	
467	Callahan, Harry	Eleanor, 1949	
468	Callahan, Harry	Dearborn Street, Chicago (Chicago Building Façade, as described by Polaroid)	
469-643	Caponigro, Paul	58 framed photographs, about 117 mounted and signed photographs; some Polaroids	
644	Walter Chappell	Photograph (2-55)	
645	Walter Chappell	Gestures of infinity	
646	Walter Chappell	Stone carving	

Polaroid Collection Listing

647	Walter Chappell	Picket fence	
648	Walter Chappell	Photograph (144-58)	
649	Walter Chappell	Untitled	
650	Walter Chappell	Untitled	
651	Walter Chappell	Untitled	
652	Walter Chappell	Human metaphor (nude)	
653	Walter Chappell	Human metaphor (nude)	
654	Walter Chappell	Human metaphor (nude)	
655	Walter Chappell	Human metaphor (nude)	
656	Walter Chappell	Immediate mythology	
657	Walter Chappell	Immediate mythology	
658	Walter Chappell	Immediate mythology	
659	Walter Chappell	Immediate mythology	
660	Christenberry, William	KKK Figure	
661	Christenberry, William	3 KKK Figures	
662	Christenberry, William	KKK III	
663	Christenberry, William	KKK, 1984	large color Polaroid
664	Christenberry, William	Metamorphosis	
665	Christenberry, William	Metamorphosis	
666	Christenberry, William	Metamorphosis	
667	Christenberry, William	Metamorphosis	
668	Christenberry, William	Metamorphosis	
669	Christenberry, William	Metamorphosis	
670	Christenberry, William	Metamorphosis	
671	Christenberry, William	Metamorphosis	
672	Close, Chuck	Self-Portrait	
673	Close, Chuck	Self-Portrait	
674	Close, Chuck	9 part Self Portrait	
675	Cunningham, Imogen	Rubber Plant (13 x 10)	
676	Cunningham, Imogen	Frida Kahlo Rivera	
677	Cunningham, Imogen	Alfred Stieglitz (Large Head)	
678	Cunningham, Imogen	Alfred Stieglitz (3/4 standing)	
679	Cunningham, Imogen	Leaves 9 1/2 x 7 1/2	
680	Cunningham, Imogen	Unmade Bed	
681	Cunningham, Imogen	My Father at 90	
682	Cunningham, Imogen	Morris Graves	
683	Cunningham, Imogen	Roberta Boynton	
684	Cunningham, Imogen	Theodore Rothke	
685	Cunningham, Imogen	Mrs. Pabst	
686	Cunningham, Imogen	John Winkler	
687	Cunningham, Imogen	Portraits of Ansel Adams	
688	Dine, Jim	Self-Portrait, 1979	
689	Dine, Jim	Self-Portrait, 1979	
690	Evans, Walker	Untitled	
691	Evans, Walker	Untitled	
692	Evans, Walker	Untitled	
693	Evans, Walker	Untitled	
694	Evans, Walker	Junked Car, Old Lyme	
695	Evans, Walker	Untitled	
696	Frank, Robert	Look Out for Hope composite (For Sandy and Pablo in Brattleboro Vermont and the Men and Women, Angels, Horses Everywhere, NY)	
697	Frank, Robert	Mabou, Winter	
698	Frank, Robert	Pablo's Bottle at Bleecker Street, NYC, 1973 (New York, 1972)	
699	Frank, Robert	Zoe, Juin 21, 1980 (Pour La Fille, Mabou)	

Polaroid Collection Listing

700	Frank, Robert	Self-Portrait: For David Heath, Boston	
701	Frank, Robert	Self-Portrait: For David Heath, Boston	
702	Garnett, William	Ploughed Field, Arvin, Ca.	
703	Garnett, William	Nude Dune, Death Valley	
704	Garnett, William	Hill Projecting Through Alluvial Fan, Death Valley, CA	
705	Garnett, William	Butte, Marble Canyon, Arizona	
706	Garnett, William	Sunset over Coast Range, CA	
707	Gerlovina/Gerlovin	I am mortal	
708	Gerlovina/Gerlovin	Win DDD	
709	Gerlovina/Gerlovin	Wings, 1988	
710	Gerlovina/Gerlovin	Edge	
711	Gerlovina/Gerlovin	Myself	
712	Gerlovina/Gerlovin	Art\$	
713	Gerlovina/Gerlovin	Art\$	
714	Gerlovina/Gerlovin	Mirage	
715	Gibson, Ralph	Untitled (Nude)	
716	Gibson, Ralph	Nude profile	
717	Gibson, Ralph	Man Through Window	
718	Gibson, Ralph	Man Through Window	
719	Gibson, Ralph	Man with Bare Chest (Self Portrait)	
720	Gibson, Ralph	Self-Portrait, 1978	
721	Ghirri, Luigi	World No. 2 (Globes)	large color Polaroid
722	Ghirri, Luigi	Planets	large color Polaroid
723	Ghirri, Luigi	Album No. 1	large color Polaroid
724	Ghirri, Luigi	Album No. 2	large color Polaroid
725	Ghirri, Luigi	Album No. 3	large color Polaroid
726	Ghirri, Luigi	Tour Eiffel	large color Polaroid
727	Ghirri, Luigi	Still Life (3D Glasses)	large color Polaroid
728	Ghirri, Luigi	Untitled (Bag with House)	large color Polaroid
729	Ghirri, Luigi	Still Life (Flowers)	large color Polaroid
730	Ghirri, Luigi	Still Life, Modena	
731	Ghirri, Luigi	Modena, 1981	
732	Ghirri, Luigi	Modena (shop)	
733	Ghirri, Luigi	Roma (woman)	
734	Gilpin, Laura	Studio of Boardman Robinson, Colorado Springs, CO	
735	Gilpin, Laura	Navaho Weaver	
736	Gilpin, Laura	Aspens, Upper Rio Grande Country	
737	Gilpin, Laura	The Rio Grande Yields its Surplus to the Sea	
738	Gohlke, Frank	Untitled	
739	Gohlke, Frank	Untitled	
740	Gohlke, Frank	Untitled	
741	Gohlke, Frank	Untitled	
742	Gohlke, Frank	Untitled	
743	Gohlke, Frank	Untitled	
744	Gohlke, Frank	Untitled	
745	Gohlke, Frank	Untitled	
746	Gohlke, Frank	Untitled	
747	Gohlke, Frank	Untitled	
748	Gohlke, Frank	Untitled	
749	Gohlke, Frank	Untitled	
750	Gowin, Emmet	Matera	
751	Gowin, Emmet	Untitled	

Polaroid Collection Listing

752	Gowin, Emmet	Matera	
753	Groover, Jan	Still Life	
754	Groover, Jan	Still Life	
755	Groover, Jan	Still Life	
756	Groover, Jan	Still Life	
757	Halberstadt, Milton	San Francisco, 1959 (Kodalith)	
758	Halberstadt, Milton	San Francisco, 1959	
759	Halberstadt, Milton	Ansel Adams (Polaroid)	
		Untitled News Women, Suite C #1	
760	Heinecken, Robert		
761	Heinecken, Robert	Untitled-TV Image of Newscaster	
762	Heinecken, Robert	Untitled-TV Image of Newscaster	
763	Heinecken, Robert	Untitled-TV Image of Newscaster	
764	Heinecken, Robert	Untitled-TV Image of Newscaster	
765	Heinecken, Robert	He:/She: Book	
		Lessons in Posing Subjects: Standard Pose #11 (two fists/hips)	
766	Heinecken, Robert		
		Lessons in Posing Subjects/Hairstyle Transformations	
767	Heinecken, Robert		
		Lessons in Posing Subjects/Maintaining Facial Expressions (male)	
768	Heinecken, Robert		
		Lessons in Posing Subjects/(Beds)	
769	Heinecken, Robert		
		Lessons in Posing Subjects: (Pocket Errors)	
770	Heinecken, Robert		
		Lessons in Posing Subjects/Distancing	
771	Heinecken, Robert		
		Lessons in Posing Subjects/Eye- Mouth Projection	
772	Heinecken, Robert		
		Lessons in Posing Subjects: (One Hand/Hip-Thumb Axis Variant)	
773	Heinecken, Robert		
		Lessons in Posing Subjects: (One Fist/Hip Variant)	
774	Heinecken, Robert		
		Lessons in Posing Subjects: (Hand/Hip Errors)	
775	Heinecken, Robert		
		Lessons in Posing Subjects: (Fist Errors)	
776	Heinecken, Robert		
		Lessons in Posing Subjects: Standard Pose #3 (Hand/Hair)	
777	Heinecken, Robert		
		Lessons in Posing Subjects: standard Pose #2 (Hand/Head)	
778	Heinecken, Robert		
		Lessons in Posing Subjects: Standard Pose #6 (Arms Folded)	
779	Heinecken, Robert		
		Lessons in Posing Subject: Standard Pose #10 (Both Hands/Hips/Thumbs)	
780	Heinecken, Robert		
		Lessons in Posing: Standard Pose #12 (One Hand/Hip)	
781	Heinecken, Robert		
		Lessons in Posing Subjects: Standard Pose #9 (Both Hands/Hip)	
782	Heinecken, Robert		
		Lessons in Posing Subjects/Simulated Animal Skins Garments	
783	Heinecken, Robert		

Polaroid Collection Listing

784	Heinecken, Robert	Lessons in Posing Subjects: Standard Pose #4 (Fingers/Neck)	
785	Heinecken, Robert	Lessons in Posing Subjects: Standard Pose #1 (Hands/Neck/Head)	
786	Heinecken, Robert	Lessons in Posing Subjects: Identical Garments	
787	Heinecken, Robert	Lessons in Posing Subjects/Maintaining Facial Expressions (Female, Blond)	
788	Heinecken, Robert	Lessons in Posing Subjects/Lingerie (Erogenous Zones)	
789	Heinecken, Robert	Lessons in Posing Subjects/Lingerie (Flowers)	
790	Heinecken, Robert	Lessons in Posing Subjects/Differentiation by Facial Characteristics	
791	Heinecken, Robert	Lessons in Posing Subjects/Maintaining Facial Expressions (Female, Brunet)	
792	Heinecken, Robert	Lessons in Posing Subjects: Girls/Standard Poses	
793	Heinecken, Robert	Lessons in Posing Subjects/Look-a-Likes	
794	Heinecken, Robert	Polaroid Drawing Triptych / In Deference to the Practitioners, Kirms, Locks, Samaras and Sicilia	
795	Heinecken, Robert	Foodgram	
796	Heinecken, Robert	Foodgram	
797	Heinecken, Robert	Foodgram	
798	Heinecken, Robert	Foodgram	
799	Heinecken, Robert	Foodgram	
800	Heinecken, Robert	Foodgram w/3 Square Cookies	
801	Heinecken, Robert	Upper Middle Class Nuclear Family (Woman)	Very large color Polaroids
802	Heinecken, Robert	Upper Middle Class Nuclear Family (Man)	Very large color Polaroids
803	Heinecken, Robert	Upper Middle Class Nuclear Family (Girl)	Very large color Polaroids
804	Heinecken, Robert	Upper Middle Class Nuclear Family (Baby)	Very large color Polaroids
805	Hockney, David	Imogen & Hermione, Pembroke Studios, London, 30th July, 1982	
806	Jones, Pirkle	Back Yard, San Francisco	
807	Jones, Pirkle	Sun and Wave	
808	Jones, Pirkle	Sunset District	
809	Jones, Pirkle	San Francisco	
810	Jones, Pirkle	Golden Gate	
811	Jones, Pirkle	Portrait of Ansel Adams	
812	Jones, Pirkle	Victorian architecture	
813	Jones, Pirkle	High Rise	
814	Kenna, Michael	Swings, Catskills	
815	Kepes, Gyorgy	Untitled (Polaroid)	Polaroid
816	Kepes, Gyorgy	Untitled (Polaroid)	Polaroid
817	Kepes, Gyorgy	Untitled (Polaroid)	Polaroid
818	Kepes, Gyorgy	Untitled (Polaroid)	Polaroid
819	Kepes, Gyorgy	Untitled (Polaroid)	Polaroid

Polaroid Collection Listing

820	Kepes, Gyorgy	Untitled (Polaroid)	Polaroid
821	Kepes, Gyorgy	Untitled (Polaroid)	Polaroid
822	Kepes, Gyorgy	Untitled (Polaroid)	Polaroid
823	Kepes, Gyorgy	Untitled (Polaroid)	Polaroid
824	Kepes, Gyorgy	Untitled (Polaroid)	Polaroid
825	Kepes, Gyorgy	Untitled (Polaroid)	Polaroid
826	Kepes, Gyorgy	Untitled (Polaroid)	Polaroid
827	Kepes, Gyorgy	Untitled (Polaroid)	Polaroid
828	Krims, Les	Untitled	
829	Krims, Les	Untitled	
830	Krims, Les	Chicken Pisher Pitcher Picture	
831	Krims, Les	Untitled	
832	Krims, Les	Untitled	
833	Krims, Les	Happy Easter Christians!	
834	Krims, Les	Untitled	
835	Lange, Dorothea	End of An Era	
836	Lange, Dorothea	Peapickers Family [Migrant Mother, Nipomo, California]	
837	Lange, Dorothea	The Witness from the Series On Justice	
838	Lange, Dorothea	The Defendant form the Series on Justice	
839	Lange, Dorothea	God Bless Nora Kennedy	
840	Lange, Dorothea	Rebecca Chambers Dixon	
841	Levinthal, David	Absolut Levinthal	
842	Levinthal, David	Untitled (oversize Cavalry)	
843	Levinthal, David	Untitled (Cowboy 24 x 20)	
844	Levinthal, David	Untitled (Lasso)	
845	Levinthal, David	Untitled (Cavalry)	
846	Levinthal, David	Untitled (Cavalry)	
847	Levinthal, David	Soldiers, Horses, Sword	
848	Levinthal, David	Indians on Horseback	
849	Levinthal, David	from Series Cowboys & Western Landscape	
850	Levinthal, David	from Series Cowboys & Western Landscape	
851	Levinthal, David	Untitled (Netsuke)	
852	Levinthal, David	Untitled	
853	Levinthal, David	Untitled (Netsuke)	
854	Levinthal, David	Untitled (Netsuke)	
855	Levinthal, David	Untitled (Woman with Arm Out)	
856	Levinthal, David	Untitled (Wild West)	
857	Levinthal, David	Horse and Cowboy	
858	Levinthal, David	from Series Cowboys & Western Landscape	
859	Levinthal, David	Untitled (Roman)	
860	Levinthal, David	Untitled (Roman)	
861	Levinthal, David	Untitled (Roman)	
862	Levinthal, David	Untitled (Great White Hunter)	
863	Levinthal, David	Untitled (Medieval)	
864	Levinthal, David	Untitled (Medieval)	
865	Levinthal, David	Untitled (woman with buckets)	
866	Levinthal, David	Untitled (American Beauties)	
867	Levinthal, David	Untitled (American Beauties)	
868	Levinthal, David	Untitled (American Beauties)	
869	Levinthal, David	Untitled (American Beauties)	
870	Levinthal, David	Untitled (Trapeze?)	
871	Levinthal, David	Untitled (American Beauties)	
872	Levinthal, David	Untitled (American Beauties)	

Polaroid Collection Listing

873	Levinthal, David	Untitled (American Beauties)	
874	Levinthal, David	Untitled (American Beauties)	
875	Levinthal, David	Untitled (possibly from American Beauties)	
876	Levinthal, David	Untitled (American Beauties)	
877	Levinthal, David	Untitled (American Beauties)	
878	Levinthal, David	Untitled (American Beauties)	
879	Levinthal, David	Untitled (American Beauties)	
880	Levinthal, David	Untitled (possibly from American Beauties)	
881	Levinthal, David	Untitled (Space)	
882	Levinthal, David	Untitled (Space)	
883	Levinthal, David	Untitled (Space)	
884	Levinthal, David	Untitled (Space)	
885	Levinthal, David	Untitled (Space)	
886	Levinthal, David	Woman Standing Near Bed (Modern Romance)	
887	Levinthal, David	Untitled (Modern Romance)	
888	Levinthal, David	Diner at Night (Modern Romance)	
889	Levinthal, David	Woman at Night with Lamplight (Modern Romance?)	
890	Levinthal, David	Couple in Movie House (Modern Romance?)	
891	Levinthal, David	Untitled (Desire)	
892	Levinthal, David	Untitled (Desire)	
893	Levinthal, David	Untitled (Desire)	
894	Levinthal, David	Untitled (Desire)	
895	Levinthal, David	Untitled (Desire)	
896	Levinthal, David	Untitled (Desire)	
897	Levinthal, David	Untitled (Desire)	
898	Levinthal, David	Untitled (Desire)	
899	Lyon, Danny	Nancy with Noah	
900	Lyon, Danny	Potatoes, Barclay Road	
901	Lyon, Danny	Raphe in New Mexico	
902	Mann, Sally	Compositions I	
903	Mann, Sally	Compositions II	
904	Mann, Sally	Compositions III	
905	Mapplethorpe, Robert	Robe Series, Half Dressed	
906	Mapplethorpe, Robert	Patti Smith diptych	
907	Mapplethorpe, Robert	Ken Moody (with palm)	
908	Mapplethorpe, Robert	Ken Moody	
909	Mapplethorpe, Robert	Ken Moody in Red Briefs	
910	Mapplethorpe, Robert	Robe Series, Dressed	
911	Mapplethorpe, Robert	Robe Series, Undressed	
912	Mapplethorpe, Robert	Banana and Keys	
913	Mapplethorpe, Robert	Sam Wagstaff sleeping (Untitled)	
914	Mapplethorpe, Robert	Untitled Diptych	
915	Mapplethorpe, Robert	Untitled (Spanish Woman)	
916	Mapplethorpe, Robert	Ozzie Clark	
917	Mapplethorpe, Robert	Ozzie Clark	
918	Mark, Mary Ellen	New York City	
919	Mark, Mary Ellen	New York City	
920	Mark, Mary Ellen	Untitled	
921	Mark, Mary Ellen	Untitled	
922	Mark, Mary Ellen	Untitled	
923	Mark, Mary Ellen	Untitled	
924	Mark, Mary Ellen	Untitled	
925	Mark, Mary Ellen	[Lower Manhattan People]	
926	Mark, Mary Ellen	New York City	

Polaroid Collection Listing

927	Mark, Mary Ellen	Untitled	
928	Mark, Mary Ellen	Untitled	
929	Mark, Mary Ellen	Untitled	
930	Mark, Mary Ellen	Untitled	
931	Mark, Mary Ellen	Untitled	
932	Mark, Mary Ellen	Untitled	
933	Mark, Mary Ellen	Untitled	
934	Mark, Mary Ellen	Untitled	
935	Mark, Mary Ellen	Untitled	
936	Mark, Mary Ellen	Untitled	
937	Mark, Mary Ellen	Untitled	
938	Mark, Mary Ellen	Untitled	
939	Mark, Mary Ellen	Untitled	
940	Mark, Mary Ellen	Untitled	
941	Mark, Mary Ellen	Untitled	
942	Mark, Mary Ellen	Untitled	
943	Mark, Mary Ellen	Untitled	
944	Mark, Mary Ellen	Untitled	
945	Mark, Mary Ellen	Untitled	
946	Mark, Mary Ellen	Untitled	
947	Mark, Mary Ellen	Untitled	
948	Mark, Mary Ellen	Untitled	
949	Mark, Mary Ellen	New York City	
950	Mark, Mary Ellen	New York City	
		Driving Between Cape Cod and NY	
951	Meyerowitz, Joel		
952	Meyerowitz, Joel	Window Light and Mirror	
		On Route Between Cape Cod and NY	
953	Meyerowitz, Joel		
954	Meyerowitz, Joel	Untitled (Chair on Porch)	
955	Meyerowitz, Joel	Untitled (Redhead)	
956	Model, Lisette	Untitled (4-part Self-Portrait)	
957	Model, Lisette	Untitled	
958	Newton, Helmut	Sitting Nude in Room	
959	Newton, Helmut	Untitled (Nude Standing)	
960	Newton, Helmut	Untitled (Legs)	
961	Newton, Helmut	Untitled (Girls & Motorcycle)	
962	Newton, Helmut	Untitled (Self Portrait)	
963	Newton, Helmut	Untitled (Couple Under Arbor)	
964	Owens, Bill	Untitled	
965	Owens, Bill	Untitled	
966	Owens, Bill	Untitled	
967	Owens, Bill	Untitled	
968	Owens, Bill	Untitled	
969	Owens, Bill	Untitled	
970	Owens, Bill	Untitled	
971	Owens, Bill	Untitled	
972	Owens, Bill	Untitled	
973	Owens, Bill	Untitled	
974	Owens, Bill	Untitled	
975	Owens, Bill	Untitled	
976	Owens, Bill	Untitled	
977	Owens, Bill	Untitled	
978	Owens, Bill	Untitled	
979	Owens, Bill	Untitled	
980	Owens, Bill	Untitled	
981	Owens, Bill	Untitled	
982	Owens, Bill	Untitled	
983	Owens, Bill	Untitled	

Polaroid Collection Listing

984	Owens, Bill	Untitled	
985	Owens, Bill	Untitled	
986	Owens, Bill	Untitled	
987	Owens, Bill	Untitled	
988	Owens, Bill	Untitled	
989	Owens, Bill	Untitled	
990	Owens, Bill	Untitled	
991	Owens, Bill	Untitled	
992	Owens, Bill	Untitled	
993	Porter, Eliot	Aspens, Autumn, N.M	
994	Porter, Eliot	Fog, Maine Woods	
995	Porter, Eliot	Bird in Flight	
996	Porter, Eliot	Maple Blossoms in Woodland Pool [Portfolio 1: The Seasons, 1963 (12)]	
997	Porter, Eliot	Rhodora [Portfolio 1: The Seasons, 1963 (12)]	
998	Porter, Eliot	Aspens in Early Spring [Portfolio 1: The Seasons, 1963 (12)]	
999	Porter, Eliot	Eroded Rock [Portfolio 1: The Seasons, 1963 (12)]	
1000	Porter, Eliot	Ponderosa Pine [Portfolio 1: The Seasons, 1963 (12)]	
1001	Porter, Eliot	Spruce Trees and River [Portfolio 1: The Seasons, 1963 (12)]	
1002	Porter, Eliot	Yellow Aspens [Portfolio 1: The Seasons, 1963 (12)]	
1003	Porter, Eliot	Cypress Swamp [Portfolio 1: The Seasons, 1963 (12)]	
1004	Porter, Eliot	Snow and Grass [Portfolio 1: The Seasons, 1963 (12)]	
1005	Porter, Eliot	Snow on Sand and Dunes	
1006	Rauschenberg, Robert	Bleacher Series: Japanese Sky I	
1007	Rauschenberg, Robert	Bleacher Series: North Carolina	
1008	Samaras, Lucas	Untitled Photo Transformation	
1009	Samaras, Lucas	Photo-Transformation	
1010	Samaras, Lucas	Photo-Transformation (Self Portrait)	
1011	Samaras, Lucas	Untitled	
1012	Samaras, Lucas	Sitting - Tsiaris [Tsiaras] (25 x 20)	
1013	Samaras, Lucas	Sitting (Woman) (22 x 28)	
1014	Samaras, Lucas	Sitting Man Facing Forward	
1015	Samaras, Lucas	Untitled (nude black woman)	
1016	Samaras, Lucas	Tsiaras Brothers	
1017	Samaras, Lucas	Panorama - Veiled Male	
1018	Samaras, Lucas	Untitled	
1019	Samaras, Lucas	Self-Portrait	
1020	Samaras, Lucas	Untitled (hands)	
1021	Samaras, Lucas	Still Life (9.5 x 7.5)	
1022	Samaras, Lucas	Still Life with Milk (9.5x7.5)	
1023	Samaras, Lucas	Still Life and Figure (self-portrait?) 9.5 x 7.5	
1024	Samaras, Lucas	Still Life (with beads)	
1025	Saudek, Jan	Beauty to Beast triptych	
1026	Saudek, Jan	Beauty to Beast triptych	
1027	Saudek, Jan	The Story of Flowers	
1028	Saudek, Jan	Untitled	
1029	Saudek, Jan	2 Big 4 You	
1030	Serrano, Andres	Untitled (Paul McGinnis) triptych	

Polaroid Collection Listing

1031	Shore, Stephen	Pool	
1032	Shore, Stephen	Pool	
1033	Shore, Stephen	Planter	
1034	Shore, Stephen	Cheese	
1035	Shore, Stephen	Driveway	
1036	Shore, Stephen	Living Room	
1037	Shore, Stephen	Child's Hands	
1038	Shore, Stephen	Three Men	
1039	Sieff, Jeanloup	Self-Portrait on Car	
1040	Sieff, Jeanloup	Self-Portrait on Car	
1041	Sieff, Jeanloup	Self-Portrait on Car	
1042	Sieff, Jeanloup	Nude Girl on Chair	
1043	Sieff, Jeanloup	Ballet Girl	
1044	Sieff, Jeanloup	Nude Woman Under Window	
1045	Sieff, Jeanloup	Nude Girl in Front of Window	
1046	Sieff, Jeanloup	Nude Girl	
1047	Sieff, Jeanloup	Ballet Girl	
1048	Simmons, Laurie	Untitled (Flower Diptych)	
1049	Simmons, Laurie	Self Portrait	
1050	Simmons, Laurie	Self Portrait	
1051	Simmons, Laurie	Untitled	
1052	Simpson, Lorna	Shoe Lover Triptych	
1053	Simpson, Lorna	He He, She She, He She	
1054	Simpson, Lorna	He He, She She, He She	
1055	Simpson, Lorna	He He, She She, He She	
1056	Simpson, Lorna	He He, She She, He She	
1057	Simpson, Lorna	He He, She She, He She	
1058	Simpson, Lorna	5 Candles	
1059	Simpson, Lorna	5 Candles	
1060	Simpson, Lorna	5 Candles	
1061	Simpson, Lorna	5 Candles	
1062	Simpson, Lorna	5 Candles	
1063	Siskind, Aaron	Chicago 9	
1064	Siskind, Aaron	Chicago 30	
1065	Siskind, Aaron	Chicago 85	
1066	Siskind, Aaron	Stone Wall, Martha's Vineyard IIIB	
1067	Siskind, Aaron	Mexico	color Polaroid
1068	Siskind, Aaron	Mexican portrait	
1069	Siskind, Aaron	Mexican portrait	
1070	Siskind, Aaron	Mexican portrait	
1071	Siskind, Aaron	Mexican portrait	
1072	Siskind, Aaron	Mexican portrait	
1073	Stern, Bert	Louis Armstrong	
1074	Stern, Bert	Louis Armstrong	
1075	Stern, Bert	Louis Armstrong	
1076	Stern, Bert	Louis Armstrong	
1077	Stern, Bert	Louis Armstrong	
1078	Stern, Bert	Louis Armstrong	
1079	Stern, Bert	Louis Armstrong	
1080	Stern, Bert	Louis Armstrong	
1081	Sultan, Larry	You're So Easily Influenced	
1082	Sultan, Larry	You're So Easily Influenced	
1083	Sultan, Larry	You're So Easily Influenced	
1084	Sultan, Larry	You're So Easily Influenced	
1085	Tenneson, Joyce	Suzanne in Chair	
1086	Turbeville, Deborah	Girl in Front of Door	
1087	Turbeville, Deborah	forgotten Girl	
1088	Turbeville, Deborah	American Vogue Shoe Editorial	

Polaroid Collection Listing

1089	Turbeville, Deborah	Girl on Couch	
1090	Turbeville, Deborah	Untitled	
1091	Turbeville, Deborah	Self-Portrait	
1092	Turbeville, Deborah	Self-Portrait	
1093	Uelsmann, Jerry	Dusted	
1094	Warhol, Andy	Self-Portrait, Grimace (Untitled)	
1095	Warhol, Andy	Self-Portrait, Eyes Closed (Untitled)	
1096	Warhol, Andy	Farah Fawcett	
1097	Warhol, Andy	Truman Capote	
1098	Warhol, Andy	Sylvester Stallone	
1099	Warhol, Andy	Sneezing Diptych	
1100	Warhol, Andy	Edward Kennedy	
1101	Warhol, Andy	Bianca Jagger	
1102	Warhol, Andy	Martha Graham	
1103	Warhol, Andy	Andy Being Choked	
1104	Warhol, Andy	Getting Ready to Sneeze	
1105	Warhol, Andy	Blowing his Nose	
1106	Weems, Carrie Mae	Untitled Triptych	
1107	Weems, Carrie Mae	Untitled Triptych	
1108	Weems, Carrie Mae	Untitled (Aunt Jemima)	
1109	Weems, Carrie Mae	Untitled Diptych	
1110	Weems, Carrie Mae	Untitled Male Diptych	
1111	Weems, Carrie Mae	Untitled with Jeff Hoone: Diptych	
1112	Weems, Carrie Mae	Untitled Triptych	
1113	Weems, Carrie Mae	9 of 13 from 'And 22 Million Very Tired and Angry People' [An Informational System]	24 x 20 color Polaroid
1114	Weems, Carrie Mae	'And 22 Million Very Tired and Angry People' [Hot Spot in a Corrupt World]	24 x 20 color Polaroid
1115	Weems, Carrie Mae	'And 22 Million Very Tired and Angry People' [A Precise Moment in Time]	24 x 20 color Polaroid
1116	Weems, Carrie Mae	'And 22 Million Very Tired and Angry People' [A Little Black Magic]	24 x 20 color Polaroid
1117	Weems, Carrie Mae	'And 22 Million Very Tired and Angry People' [An Armed Man]	24 x 20 color Polaroid
1118	Weems, Carrie Mae	'And 22 Million Very Tired and Angry People' [A Cool Drink of Water]	24 x 20 color Polaroid
1119	Weems, Carrie Mae	'And 22 Million Very Tired and Angry People' [A Veiled Woman]	24 x 20 color Polaroid
1120	Weems, Carrie Mae	'And 22 Million Very Tired and Angry People' [A Dagger]	24 x 20 color Polaroid
1121	Weems, Carrie Mae	'And 22 Million Very Tired and Angry People' [See No Evil]	24 x 20 color Polaroid
1122	Wegman, William (nb., We have seen none of these and have placed estimates on them only from tiny images.)	3 Up	20 x 24 color Polaroid
1123	Wegman, William	AI II	20 x 24 color Polaroid
1124	Wegman, William	Attitudes - Form	20 x 24 color Polaroid
1125	Wegman, William	B/W Dog Smelling Toes of Man with Blue Cloth	20 x 24 color Polaroid
1126	Wegman, William	Baby Dog	20 x 24 color Polaroid
1127	Wegman, William	Basketry	20 x 24 color Polaroid

Polaroid Collection Listing

1128	Wegman, William	Bill with Butterfly/Scenic Pic (Series of 3)	20 x 24 color Polaroid
1129	Wegman, William	Black Triptych (3)	20 x 24 color Polaroid
1130	Wegman, William	Chow	20 x 24 color Polaroid
1131	Wegman, William	Dog Covered in Gray Cloth	20 x 24 color Polaroid
1132	Wegman, William	Dog Covered with Pink Blanket	20 x 24 color Polaroid
1133	Wegman, William	Dog Covered with Pink Blanket	20 x 24 color Polaroid
1134	Wegman, William	Dusted	20 x 24 color Polaroid
1135	Wegman, William	Elks Club	20 x 24 color Polaroid
1136	Wegman, William	Entrance	20 x 24 color Polaroid
1137	Wegman, William	Fay and Andrea	20 x 24 color Polaroid
1138	Wegman, William	Fay in a Box	20 x 24 color Polaroid
1139	Wegman, William	Fay Rose	20 x 24 color Polaroid
1140	Wegman, William	Fay's Sphere	20 x 24 color Polaroid
1141	Wegman, William	Floor Piece II	20 x 24 color Polaroid
1142	Wegman, William	Flora and Fauna	20 x 24 color Polaroid
1143	Wegman, William	Four Front	20 x 24 color Polaroid
		Game Preserves, Maine	20 x 24 color Polaroid, looks faded
1144	Wegman, William	Green Giant	20 x 24 color Polaroid
1145	Wegman, William	Green Giant	21 x 24 color Polaroid
		Holy State	20 x 24 color Polaroid; looks faded
1147	Wegman, William	Indication(?)	20 x 24 color Polaroid
1148	Wegman, William	Jump	20 x 24 color Polaroid
		Laying Dog with a Plastic Dinosaur'	20 x 24 color Polaroid
1150	Wegman, William	Life Saver	20 x 24 color Polaroid
1151	Wegman, William	Life Saver	21 x 24 color Polaroid
1152	Wegman, William	Man Ray as Pirate	20 x 24 color Polaroid
1153	Wegman, William	Pirate/Dagger	20 x 24 color Polaroid
1154	Wegman, William	Pirate/Dagger/Rum	20 x 24 color Polaroid
1155	Wegman, William	Mantle	20 x 24 color Polaroid
1156	Wegman, William	Not Dog Food	20 x 24 color Polaroid
1157	Wegman, William	Opera in General I	20 x 24 color Polaroid
1158	Wegman, William	Opera in Genera II	21 x 24 color Polaroid
1159	Wegman, William	Opera in General III	22 x 24 color Polaroid
1160	Wegman, William	Opera in General IV	23 x 24 color Polaroid
1161	Wegman, William	Parallelogram	20 x 24 color Polaroid
1162	Wegman, William	Pink Elephant	20 x 24 color Polaroid
1163	Wegman, William	Plaid	20 x 24 color Polaroid
1164	Wegman, William	President's Dogs	20 x 24 color Polaroid
1165	Wegman, William	Railing	20 x 24 color Polaroid
1166	Wegman, William	Ray & Mrs Lubner in Bed	20 x 24 color Polaroid
1167	Wegman, William	Red Foiled	20 x 24 color Polaroid
1168	Wegman, William	Rice Krispies's Perfume	20 x 24 color Polaroid
1169	Wegman, William	Lysol's Perfume	21 x 24 color Polaroid
1170	Wegman, William	Roadwork	20 x 24 color Polaroid
1171	Wegman, William	Rolleramer	20 x 24 color Polaroid
1172	Wegman, William	Rustic Inn	20 x 24 color Polaroid
1173	Wegman, William	Rustler	20 x 24 color Polaroid
1174	Wegman, William	Sad Film	20 x 24 color Polaroid
1175	Wegman, William	Sad-Bored	20 x 24 color Polaroid
1176	Wegman, William	Secret Saying	20 x 24 color Polaroid
1177	Wegman, William	Serving Trout	20 x 24 color Polaroid
1178	Wegman, William	Silver Tilt	20 x 24 color Polaroid
1179	Wegman, William	Silver Tilt	21 x 24 color Polaroid
1180	Wegman, William	Starned	20 x 24 color Polaroid
1181	Wegman, William	Steeple	20 x 24 color Polaroid

Polaroid Collection Listing

1183	Wegman, William	Still Alive	20 x 24 color Polaroid
1184	Wegman, William	Stud 2000	20 x 24 color Polaroid
1185	Wegman, William	Stuffed Animals	20 x 24 color Polaroid
1186	Wegman, William	Stuffed Animals	21 x 24 color Polaroid
1187	Wegman, William	Suntan Profile - Woman in Blue Bikini with Fall Leaves	20 x 24 color Polaroid
1188	Wegman, William	Two Sisters	20 x 24 color Polaroid
1189	Wegman, William	Untitled	20 x 24 color Polaroid
1190	Wegman, William	Untitled	20 x 24 color Polaroid
1191	Wegman, William	Untitled	20 x 24 color Polaroid
1192	Wegman, William	Untitled (Fay on Board?)	20 x 24 color Polaroid
1193	Wegman, William	Woman as Wood Chuck	20 x 24 color Polaroid
1194	Weston, Brett	Garapata Beach (California)	
1195	Weston, Brett	Dunes (California)	
1196	Weston, Brett	Florida Swamp	
1197	Weston, Brett	Plastic Paint	
1198	Weston, Brett	Untitled (Woman)	small Polaroid
1199	Weston, Brett	Untitled (Boy)	small Polaroid
1200	Weston, Brett	Untitled (Rocks)	small Polaroid
1201	Weston, Brett	Untitled (Rocks)	small Polaroid
1202	Weston, Brett	Untitled (Succulents)	small Polaroid
1203	Weston, Brett	Untitled (Pt. Lobos)	small Polaroid
1204	Weston, Brett	Untitled (Trees/Roots)	small Polaroid
1205	Weston, Brett	Untitled (Succulents on Rocks)	small Polaroid
1206	Weston, Brett	Untitled (Tree Lichen)	small Polaroid
1207	Weston, Brett	Untitled (Botanical Garden)	small Polaroid
1208	Weston, Brett	Untitled	small Polaroid
1209	Weston, Brett	Untitled 1966	small Polaroid
1210	Weston, Brett	Untitled (RR Tracks)	small Polaroid
1211	Weston, Brett	Untitled (Tree & Leaves)	small Polaroid
1212	Weston, Brett	Untitled (Rocks)	small Polaroid
1213	Weston, Brett	Untitled (Rocks similar to 16)	small Polaroid
1214	Weston, Brett	Untitled (Rocks & Surf)	small Polaroid
1215	Weston, Brett	Untitled (Rocks & Surf like 18)	small Polaroid
1216	Weston, Brett	Untitled (Beach & Sea)	small Polaroid
1217	Weston, Brett	Untitled (Rocks & Ocean)	small Polaroid
1218	Weston, Brett	Untitled (Rocks & Ocean like 21)	small Polaroid
1219	Weston, Brett	Untitled (Twisted Tree)	small Polaroid
1220	Weston, Brett	Untitled (Coast, Trees & Rocks)	small Polaroid
1221	Weston, Brett	Untitled (Coast & Rocks)	small Polaroid
1222	Weston, Brett	Untitled (Totems)	small Polaroid
1223	Weston, Brett	Untitled (Totems)	small Polaroid
1224	Weston, Brett	Untitled (Totems)	small Polaroid
1225	Weston, Brett	[Building Front - Family Dinners]	small Polaroid
1226	Weston, Brett	Jason Robards in Front of Poster	small Polaroid
1227	Weston, Brett	Untitled (Tree on Cliff)	small Polaroid
1228	Weston, Edward	Guadalupe, Mexico	
1229	Weston, Edward	Eroded Rock, point Lobos	
1230	Weston, Edward	Cabbage Leaf	
1231	Weston, Edward	Dunes, Oceano	
1232	Weston, Edward	Nude	
1233	Weston, Edward	Eel River	
1234	Weston, Edward	Wall Scrawls, Hornitos	
1235	Weston, Edward	Church Door, Hornitos	
1236	Weston, Edward	David H. McAlpin, NY	
1237	Weston, Edward	William Edmonson, Sculptor, Nashville	
1238	Weston, Edward	Willie, New Orleans	
1239	Weston, Edward	Portrait of Ansel Adams	

Polaroid Collection Listing

1240	White, Minor	Noyo, California (Grasses and Mist)	
1241	White, Minor	Sun in Rock, Devil's Slide, Sequence 17 (Rock and Surf)	
1242	White, Minor	Man and Moon, Matchstick Cove	
1243	White, Minor	Surf, Pacific Ocean, California Coast	
1244	White, Minor	Twisted Tree, Point Lobos, California	
1245	White, Minor	Front Street, San Francisco	
1246	White, Minor	Eroded Rock	
1247	White, Minor	Barn Detail, Winter	
1248	White, Minor	Two Barns, Dansville, NY	
1249	White, Minor	Attic Door, (The Photographer's Home), Rochester, NY	
1250	White, Minor	Tom Shuler, Lakeville, Conn.	small Polaroid
1251	White, Minor	Pealed Paint, Rochester, NY, 1959	small Polaroid
1252	White, Minor	Axe in Ploughed Field	
1253	White, Minor	Landscape	small Polaroid
1254	White, Minor	Cars + Delapidated Building	small Polaroid
1255	White, Minor	Untitled (Rocks or Stumps) (some yellowing)	small Polaroid
1256	White, Minor	Untitled (Toilet)	small Polaroid
1257	White, Minor	Blurred Image w/Buildings in Background	small Polaroid
1258	White, Minor	Waterfall (image fall-off in lower right corner)	small Polaroid
1259	White, Minor	Untitled (Wall with plant and barbed wire)	small Polaroid
1260	Witkin, Joel-Peter	Dominatrice, 1988	

SCHEDULE II

Marketing and Promotion Marketing for a Single Owner Auction of the PBE Collection

Subject to the final content of the auction being of sufficient quality and value in Sotheby's reasonable judgment to support a single-owner auction, and to publication deadlines, Sotheby's shall market and promote the sale of the Property as follows:

- Conduct a single-owner auction of the Property (subject to the content of the auction, following a private sale by you of a portion of the Property to an institution or otherwise, being of sufficient quality and value in Sotheby's reasonable judgment to support a single-owner auction format. If in Sotheby's reasonable judgment the quality and value do not support a single-owner auction format, the Property shall be sold in various owner auctions).
- Market the Property globally, including producing and distributing a single-owner catalogue or set of catalogues
- Advertise the sale in the appropriate print venues, such as *The Wall Street Journal*, *The New York Times*, and other general and photographs-specific media
- Showcase the Property on Sotheby's website and promote the Property in *Sotheby's at Auction* magazine
- Sotheby's Public Relations team will formulate and execute a plan to generate international press coverage
- Sotheby's will seek to retain Barbara Hitchcock as a consultant on terms to be mutually agreed to provide advice regarding the collection, its history and its marketing.

Our publicity campaign for the collection would include:

- a dedicated, international press release announcing the sale
- after the press announcement, an orchestrated approach to targeted international publications for editorial coverage of the upcoming sale
- a print campaign that could include advertisements in such journals as Art & Auction, The Art Newspaper, Photograph, the Sotheby's calendar ad in the New York Times, and others

- sale coverage in *Sotheby's At Auction* magazine, sent to top clients worldwide
- promotion of the sale on sothebys.com
- international coverage in Sotheby's offices in the United States and abroad, including custom-designed posters on display in our various regional offices such as San Francisco, Los Angeles, Chicago, Paris, London, Hamburg, and others

Our outreach to special client groups would include:

- advance notification to approximately 100 museums and VIP clients worldwide, through a personal letter from Denise Bethel, Director of the Department. This letter would ideally be sent 5 to 6 months before the sale, to allow institutions in particular to gather their forces and monies in advance of the auction
- cross-marketing to clients in other collecting fields, such as American Paintings, Impressionist and Modern Art, Contemporary Art, and Prints. The Polaroid catalogue, accompanied by a personal letter from Denise Bethel, will be sent to targeted clients in those fields, whose collecting interests overlap with specific artists or movements in photography
- personal marketing, including invitations for private previews, to special clients who have established interests in such artists as Ansel Adams, among others

The sale event would include:

- a pre-sale exhibition in our acclaimed, museum-quality, 10th-floor galleries (dependent on final choice of sale date)
- special press preview and walk-through with Sotheby's experts, prior to the opening of the pre-sale exhibition
- a VIP cocktail reception during one of the evenings of the pre-sale exhibition.



To: Sotheby's, Inc.
1334 York Avenue
New York, New York 10021

WIRE TRANSFER INSTRUCTIONS

Please wire transfer amounts due as follows:

Bank (name & address):

Bank contact name: _____

Bank contact phone: _____

Account No.: _____

ABA No.: _____

Payee/ Account Name: _____

Sincerely,

By: _____

Printed Name:

Title: _____

Dated: _____, 200_____

There is a fixed charge of \$20.00 for payments made by wire transfer.
If we do not receive your bank details, payments will be remitted by check.

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In re:

**Jointly Administered under
Case No. 08-46617**

Polaroid Corporation, et al.,

Court Files No.'s:

Debtors.

08-46617 (GFK)

(includes:

Polaroid Holding Company;	08-46621 (GFK)
Polaroid Consumer Electronics, LLC;	08-46620 (GFK)
Polaroid Capital, LLC;	08-46623 (GFK)
Polaroid Latin America I Corporation;	08-46624 (GFK)
Polaroid Asia Pacific LLC;	08-46625 (GFK)
Polaroid International Holding LLC;	08-46626 (GFK)
Polaroid New Bedford Real Estate, LLC;	08-46627 (GFK)
Polaroid Norwood Real Estate, LLC;	08-46628 (GFK)
Polaroid Waltham Real Estate, LLC)	08-46629 (GFK)

Chapter 11 Cases
Judge Gregory F. Kishel

**UNSWORN DECLARATION OF DENISE BETHEL IN SUPPORT OF THE DEBTOR'S
APPLICATION TO EMPLOY AND APPROVE THE COMPENSATION OF
SOTHEBY'S, INC. AS CONSIGNMENT AND SALES AGENT FOR THE DEBTOR'S
FINE ART PHOTOGRAPHY COLLECTION**

I, Denise Bethel, declare under penalty of perjury that:

1. I am Senior Vice President of Sotheby's, Inc. ("Sotheby's"), which maintains offices at 1334 York Avenue, New York, NY 10021. This Declaration is submitted on behalf of Sotheby's in support of the Debtor's Application for to Employ Sotheby's, Inc. pursuant to the terms and conditions set forth in the Application and Consignment Agreement dated August 6, 2009 (as the same may be hereafter amended or modified). Sotheby's will market, promote and ultimately sell at public auction, or at such private sales as may maximize the value of, certain items contained within the Debtor's fine art photography collection (the "Collection") and

render certain advisory services in connection therewith.

2. Sotheby's did not represent the Debtors prior to the Chapter 11 filing, however was previously employed in these Cases as advisor to the Debtors and to assist the Debtor with the valuation of the Collection in connection with the Sale Motion. *See Order Authorizing Employment*, entered March 17, 2009, at Docket No. 160.

3. Sotheby's is licensed as an auctioneer and is authorized to conduct auctions in the State of New York.

4. To the best of my knowledge, Sotheby's is not a creditor, an equity security holder, or an insider of the Debtor.

5. To the best of my knowledge, neither Sotheby's nor any of its employees are, or have been within the two years before the date of the filing of the petitions in these Cases, a director, officer or employee of the Debtors.

6. To the best of my knowledge, neither Sotheby's nor any of its employees have an interest materially adverse to the interest of the estate or of any class of creditors, or equity security holders by reason of any direct or indirect relationship to, connection with, or interest in the Debtor.

7. To the best of my knowledge, neither Sotheby's nor any of its employees have any connection with the creditors of the Debtors, the United States Trustee or employees of the United States Trustee, or any other party in interest or their respective attorneys.

8. Sotheby's will not share with any other person or entity any compensation for services provided to the Debtor; however, Sotheby's may engage one or more specialized consultants to assist with certain efforts relating to the preservation and maximization of the

value of the Collection. In addition, Sotheby's may seek to engage the services of Barbra Hitchcock, an employee of the Debtors who presently serves in the capacity as Director and Curator for the Collection, as a consultant on terms to be mutually agreed to provide advice regarding the Collection, its history and marketing.

9. To the extent that Sotheby's discovers any facts bearing on the matters described herein during the period of our engagement, Sotheby's undertakes to amend and supplement the information contained in this Declaration to disclose such facts.

DATED: August 7, 2009

Sotheby's, Inc.

Dennis B. Brinzel

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In re:

**Jointly Administered under
Case No. 08-46617**

Polaroid Corporation, et al.,

Court Files No.'s:

Debtors.

08-46617 (GFK)

(includes:

Polaroid Holding Company;	08-46621 (GFK)
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Polaroid Capital, LLC;	08-46623 (GFK)
Polaroid Latin America I Corporation;	08-46624 (GFK)
Polaroid Asia Pacific LLC;	08-46625 (GFK)
Polaroid International Holding LLC;	08-46626 (GFK)
Polaroid New Bedford Real Estate, LLC;	08-46627 (GFK)
Polaroid Norwood Real Estate, LLC;	08-46628 (GFK)
Polaroid Waltham Real Estate, LLC)	08-46629 (GFK)

Chapter 11 Cases
Judge Gregory F. Kishel

**ORDER AUTHORIZING EMPLOYMENT OF SOTHEBY'S, INC. AS CONSIGNMENT
AND SALES AGENT AND AUCTIONEER FOR THE DEBTOR'S FINE ART
PHOTOGRAPHY COLLECTION AND ALLOWANCE OF COMPENSATION**

Upon the Application by PBE Corporation, formerly known as Polaroid Corporation (the “**Debtor**”), and Sotheby’s, Inc. (“**Sotheby’s**”) to employ Sotheby’s as consignment agent and auctioneer and to allow Sotheby’s compensation, it appears that it is necessary for the Debtor to employ a consignment and sales agent and auctioneer to market, promote and ultimately sell all or a portion of the Debtor’s collection of fine art photography (the “**Collection**”), and it appears that the consignment and sales agent and auctioneer selected by the Debtor does not hold or represent an interest adverse to the estates and that Sotheby’s is disinterested within the meaning of 11 U.S.C. § 327(a), therefore,

IT IS HEREBY ORDERED:

1. The Debtor is authorized to retain and employ Sotheby's as consignment and sales agent and auctioneer upon the basis set forth in the Application and Consignment Agreement attached to the Application and subject to the provisions of 11 U.S.C. §§ 328 and 330.
2. Sotheby's is disinterested as that term is defined in the Bankruptcy Code.
3. Pursuant to Bankruptcy Rule 6005, the compensation of Sotheby's for items offered for sale at public auction shall be the amount of the Buyer's Premium as more fully described in the Consignment Agreement. The Debtor shall have no liability to Sotheby's for payment of any Buyer's Premium.
4. For any item(s) sold by Sotheby's at a Private Sale conducted by Sotheby's, provided that such sale is subsequently authorized by this Court, Sotheby's is entitled to a Seller's Commission of 10% of the purchase price paid for any such item at such Private Sale and Sotheby's compensation shall be allowed and paid from the gross proceeds of such sale without further order of this Court.
5. Notwithstanding any prior order of this Court in these cases relating to the enforceability, priority or security of any claim (whether of the Debtors' pre-petition lenders or otherwise), such lenders right to payment of their debt (whether principal, interest, or other costs or charges), and any other recovery of their claims against the Debtors, their assets and any proceeds thereof, shall be fully subordinate to the payment, in full and in cash, of all commission(s) and other amounts due Sotheby's under the Consignment Agreement. Further, any commission(s) and other amounts payable pursuant to the Consignment Agreement shall be

paid to Sotheby's from the proceeds of such Private or Non-Auction Sale(s) without any further application to this Court (as a cost of each such Transaction) and such amounts being free and clear of any lien, claim or interest that any creditor may possess in the relevant assets sold or the proceeds received in connection with such sales.

6. Notwithstanding Bankruptcy Rule 6004(g), this Order shall be effective and enforceable immediately upon entry.

Dated: _____

The Honorable Gregory F. Kishel
United States Bankruptcy Judge

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In re

**JOINTLY ADMINISTERED UNDER
CASE NO. 08-46617:**

POLAROID CORPORATION, ET AL.,

08-46617 (GFK)

Debtors.

(includes:

Polaroid Holding Company;	08-46621 (GFK)
Polaroid Consumer Electronics, LLC;	08-46620 (GFK)
Polaroid Capital, LLC;	08-46623 (GFK)
Polaroid Latin America I Corporation;	08-46624 (GFK)
Polaroid Asia Pacific LLC;	08-46625 (GFK)
Polaroid International Holding LLC;	08-46626 (GFK)
Polaroid New Bedford Real Estate, LLC;	08-46627 (GFK)
Polaroid Norwood Real Estate, LLC;	08-46628 (GFK)
Polaroid Waltham Real Estate, LLC)	08-46629 (GFK)

Chapter 11 Cases
Judge Gregory F. Kishel

CERTIFICATE OF SERVICE

Gretchen Luessenheide of the City of New Hope, County of Hennepin, State of Minnesota, states that on August 7, 2009 she caused to be served the following documents:

1. Application to Employ and Approve the Compensation of Sotheby's as Consignment and Sales Agent and Auctioneer for the Debtors' Fine Art Photography Collection;
2. Unsworn Declaration of Denise Bethel in Support of the Debtors' Application to Employ and Approve the Compensation of Sotheby's, Inc. as Consignment and Sales Agent for the Debtors' Fine Art Photography Collection; and
3. Order Authorizing Employment of Sotheby's, Inc. as Consignment and Sales Agent and Auctioneer for the Debtors' Fine Art Photography Collection and Allowance of Compensation.

upon

Margaret M. Anderson On behalf of Ronald Peterson Fox Heftner Swibel Levin & Carroll LLP 200 W Madison Street, Suite 3000 Chicago, IL 60606	Lynn Hamilton Butler On behalf of Axis Design Brown McCarroll LLP 111 Congress Avenue, Suite 1400 Austin, TX 78701
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<p>Martin Croyle Croyle & Associates PC 220 Broadway Suite 204 Lynnfield, MA 01940 mcroyle@croyle-associates.com</p>	<p>Chad Cooley WCD Property LLC 60 Columbus Circle 18th Floor New York, NY 10023</p>
<p>MN Department of Revenue Collection Enforcement 551 Bankruptcy Section PO Box 64447 St. Paul, MN 55164</p>	<p>Van C. Durrer Ramon M. Naguiat On behalf of Lorence Harmer Skadden Arps Slate Meagher & Flom 300 S Grand Avenue, Suite 3400 Los Angeles, CA 90071</p>
<p>Mitchell Appelbaum On Behalf of CFRI/CQ Norwood Upland, LLC Wilmer Cutler Pickering Hale & Dorr, LLP 60 State Street Boston, MA 02109</p>	<p>Jason Price Houlihan, Lokey Howard & Zukin Capital 225 S. 6th Street, Suite 4950 Minneapolis, MN 55402</p>
<p>E. J. Harris Marketstar Corporation 2475 Washington Blvd. Ogden, UT 84401</p>	<p>Richard Hettler 4818 Overlook Lake Circle Bloomington, MN 55437</p>
<p>Toyota Motor Credit Corp PO Box 3457 Torrance, CA 90510</p>	<p>IRS Office of Chief Counsel 650 Galtier Plaza 380 Jackson St. St. Paul, MN 55402</p>
<p>KPMG LLP 99 High Street Boston, MA 02110-2371</p>	<p>Bryan Krakauer on Behalf of Rhone Holdings II, Ltd. Sidley Austin LLP One South Dearborn Chicago, IL 60603</p>
<p>Peter E. Krebs On Behalf of Global Industrial Services, LTD Hammer Holdings, LLC Skadden Arps Slate Meagher & Flom 333W. Wacker Drive Suite 2100 Chicago, IL 60606</p>	<p>Securities and Exchange Commission Bankruptcy Section 175 W. Jackson Blvd., Ste. 900 Chicago, IL 60604</p>
<p>Gregg A. Lowry On Behalf of Party Eyewear Brand Limited Locke Lord Bissell & Liddell LLP 2200 Ross Ave Suite 2200 Dallas, TX 75201</p>	<p>Timothy S. McFadden On behalf of Party Eyewear Brand Limited Locke Lord Bissell & Liddell LLP 111 S. Wacker Drive Chicago, IL 60606</p>

<p>Kelly Mundorff Thule Organization Solutions, Inc. 6303 Dry Creek Pkwy Longmont, CO 80503</p>	<p>Ray Mai Proview Technology (Shenzhen) Company North Block 23# Shatoukok Free Trade Zone Shenzhen, 518081</p>
<p>Daniel Phipps Axis Design 106 West Bagdad Avenue Round Rock, TX 78664</p>	<p>TW Telecom Inc. c/o Linda Boyle 10475 Park Meadows Drive, #400 Littleton, CO 80124</p>
<p>Sotheby's, Inc. 1334 York Ave. New York, NY 10021</p>	<p>Internal Revenue Service Special Procedures Branch PO Box 21126 Philadelphia, PA 19114</p>
<p>Masatoshi Maeda OS Electronics Company, Ltd 3-16-8 Sotokanda Chiyoda-ku, 1010021</p>	<p>Alexandra Steinberg Barrage On Behalf of Nikon Corporation Morrison & Foerster 2000 Pennsylvania Avenue NW Suite 6000 Washington, DC 20006</p>
<p>Aaron Chang International, LLC c/o Larry B. Ricke Degree of Honor Bldg. Ste. 600 325 Cedar St. St. Paul, MN 55101</p>	<p>Douglas A. Kelley Kelley & Wolter PA Centre Village Offices 431 S. 7th Street, Suite 2530 Minneapolis, MN 55415</p>
<p>Datacard Corporation Fred Ketcho 11111 Bren Road West Minnetonka, MN 55343</p>	<p>Frank Lee Robinson 1705 W 3rd St. Wilmington, DE 19805</p>

via U.S. Mail to the addresses listed above, and electronically by Notice of Electronic Filing upon all parties who have requested electronic service in these cases by filing the same via ECF with the Bankruptcy Court in the District of Minnesota.

/e/Gretchen Luessenheide
Gretchen Luessenheide